



JOHN J. TECKLENBURG  
MAYOR

*City of Charleston*  
*South Carolina*  
*Clerk of Council Department*

VANESSA TURNER MAYBANK  
CLERK OF COUNCIL

**NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 3:45 p.m., April 25, 2017, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

**AGENDA**

Invocation – Councilmember Moody

Approval of Minutes: April 11, 2017

- a. Approval of a rental in the amount of \$300.00 for the Piccolo Spoleto choral performance on Sunday, June 4, 2017 at 4:00 p.m. (273 Meeting Street; Trinity United Methodist Church)
- b. Approval of a rental in the amount of \$300.00 for the Piccolo Spoleto Youth Music on Saturday, May 27, 2017 (273 Meeting Street; Trinity United Methodist Church)
- c. Approval for use of the French Huguenot Church (136 Church Street) for Piccolo Spoleto L'Organo on May 30, 2017. The usage fee of \$250 will be paid directly by the American Guild of Organists
- d. Approval for use of First Scots Presbyterian Church in the amount of \$200.00 for Piccolo Spoleto L'Organo on June 5, 2017 (53 Meeting Street)
- e. Approval of use of SC Ports Authority Parking Lot-A in the amount of \$2,490 for Piccolo Spoleto Sunset Serenade on May 26, 2017 (176 Concord Street)
- f. Authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Latrice R. Evans for the sale of 1825 Austin Avenue for \$158,400. This property is being sold subject to the HOME Investment Partnerships Program Resale Restrictive Covenants with an affordability period of 30 years. (1825 Austin Avenue; TMS: 464-01-00-132) [Ordinance]
- g. Request approval of the Memorandum of Agreement relating to a joint permit application, easements, other agreements and improvements necessary for the

extension of Joseph P. Riley, Jr. Waterfront Park and the connection of the City's River Walk on LCP's property at 176 and 186 Concord Streets. The property is owned by Leucadia Coast Properties, LLC. (TMS: 459-00-00-276 and 459-00-00-091)

- h. Remedial action regarding restrictive covenants on property at St. Andrews Boulevard and Sycamore Avenue
- i. Resolution authorizing the acquisition of a parcel of land located on Sumar Street by way of eminent domain
- j. Discussion relative to 113 Calhoun Street and Mother Emanuel AME Church

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: March 23, 2017

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: 273 Meeting St., (Trinity United Methodist Church)




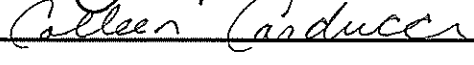
TMS: \_\_\_\_\_

PROPERTY OWNER: Trinity United Methodist Church

ACTION REQUEST: Rental for Piccolo Spoleto choral performance on Sun June 4, 2017 at 4:00PM

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☒

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input checked="" type="checkbox"/>
Legal Department		<input type="checkbox"/>
Chief Financial Officer		<input type="checkbox"/>
Director Real Estate Management		<input checked="" type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved?\* Yes ☒ No ☐

\*If approved, provide the following: Dept/Div. 565100 Acct: 52510

Balance in Account \$300.00 Amount needed for this item \$300.00

**NEED:** Identify any critical time constraint(s).

\*Commercial Property and Community & Housing Development have an additional form.

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee      DATE: March 23, 2017  
FROM: Scott Watson      DEPT: Cultural Affairs  
ADDRESS: 273 Meeting St., (Trinity United Methodist Church)  
TMS: \_\_\_\_\_  
ACTION REQUEST: Rental for Piccolo Spoleto choral event on Sun. June 4, 2017 at 4:00PM

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### **ACTION:** What action is being taken on the Property mentioned?

☐ **ACQUISITION**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **SALE**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **EASEMENT**      Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_

☐ **TEMPORARY**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM



### LEASE

Lessor: Trinity United Methodist Church Lessee: City of Charleston



#### INITIAL

Terms: \$300.00



#### RENEWAL

Terms: \_\_\_\_\_



#### AMENDMENT

Terms: \_\_\_\_\_



### Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

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**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Allen Carducci*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

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**NEED:** Identify any critical time constraint(s).

TRINITY UNITED METHODIST CHURCH  
RENTAL AGREEMENT

Renter Group:	City of Charleston Piccolo Spoleto Festival	
Rental Date:	Sun. June 4, 2017	
Rental Times:	3:00 PM - 6:00 PM (4:00 PM performance)	
Contact Person:	Ray Swagerty	
Phone Number:	(843) 724-7414	
Rental Purpose:	Choral concert	
Base Fee	\$300.00 for 300 guests maximum	\$375.00 for 301-400 guests maximum

Agreed Rental Fee: \$ 300.00

(Payment Due 1 week prior to event. Checks can be made payable to *Trinity United Methodist Church*)

**THIS AGREEMENT** is made by and between the above named person(s), hereinafter referred to as "renter(s)" and Trinity United Methodist Church, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

**Whereas**, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is \$ 300.00 , and other fees (if applicable) required have been added to this rental amount. Trinity United Methodist Church does not charge or require any gratuity charge or tip.

The full cost must be paid at least seven (7) days prior to the event, which date is May 27, 2017.

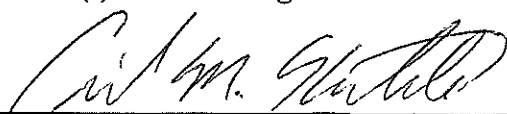
**Whereas**, rentals are on a first come first serve basis. A non secured date may be held for forty eight (48) hours after the initial request is made, however; the Rental Agreement and a security/damage deposit must be received within the forty eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until this Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

**Whereas**, City of Charleston shall keep in full force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

- a) A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and
- b) A total sum not to exceed Six Hundred Thousand (\$600,000.00) Dollars as the result of any one occurrence, accident or disaster."

Renter(s) Acknowledgement

Date

  
TRINITY UNITED METHODIST CHURCH

3-28-17  
Date

Adopted by Trinity UMC Trustees 7/20/2016

# TRINITY UNITED METHODIST CHURCH RENTAL AGREEMENT

**Trinity United Methodist Agent (Witness)**

**Date**

The Trinity United Methodist Church holds the power to act solely on behalf of Trinity United Methodist Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents and should be recognized as such by the renter(s), their guests, visitors, or any other persons throughout the rental terms and times.

Trinity United Methodist Church is first and foremost a place of worship and should be treated as such at all times and by renter(s), their guests, visitors, or any other persons during the rental terms and times. As such, renter(s) are prohibited from conducting raffles. Trinity United Methodist Church may not be used for any unlawful purposes. The use or presence of alcohol, tobacco, or illegal drugs by renter(s) and their guests is prohibited.

All decorations and/or staging shall be pre-approved prior to the event and removed immediately after the event as Trinity United Methodist Church will not be held responsible for any items left in the facility. The furnishings of the church shall not be re-arranged or moved without pre-approval. Renter(s) shall not deface the church furniture or surfaces in any way including the use of scotch tape, PostIt products, glue, hardware, etc. The use of Trinity United Methodist Church audio system and/or musical instruments shall be pre-approved and may result in additional fees. Use of the Fellowship Hall and/or serving food and/or beverages shall be pre-approved and may result in additional fees.

Trinity United Methodist Church reserves the right to refuse to rent to any person(s) for any reason deemed necessary. Trinity United Methodist Church cannot be sub-leased by renter(s) for any reason.

By signing this agreement, renter(s) acknowledge the amount of the fees to be paid to Trinity United Methodist Church and agree to be responsible for payment in full in accordance with this agreement. Any changes to this agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto.

## **Consent and Release:**

I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due Trinity United Methodist Church in accordance with the conditions outlined therein. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the Trinity United Methodist Church.

\_\_\_\_\_  
**Renter(s)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Renter(s)**

\_\_\_\_\_  
**Date**

In consideration of the covenants and agreements made by the Applicant, I hereby accept this application on behalf of the Trinity United Methodist Church so as to permit the Applicant the right to use the Premises at the time or times specified there in.

\_\_\_\_\_  
**TRINITY UNITED METHODIST CHURCH**

\_\_\_\_\_  
**Date**

Adopted by Trinity UMC Trustees 7/20/2016

b.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: March 6, 2017  
FROM: Scott Watson DEPT: Cultural Affairs  
ADDRESS: 273 Meeting St., (Trinity United Methodist Church)  
TMS: \_\_\_\_\_  
ACTION REQUEST: Rental for Piccolo Spoleto Youth Music on Sat. May 27, 2017

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u>[Signature]</u>	<input checked="" type="checkbox"/>
Legal Department	<u>[Signature]</u>	<input type="checkbox"/>
Chief Financial Officer	<u>[Signature]</u>	<input type="checkbox"/>
Director Real Estate Management	<u>[Signature]</u>	<input type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved? Yes ☒ No ☐

\*If approved, provide the following: Dept/Div. 565400 Acct: 52510  
Balance in Account \$ 300.00 Amount needed for this item \$300.00

**NEED:** Identify any critical time constraint(s).

\*Commercial Property and Community & Housing Development have an additional form.



## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: March 6, 2017

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: 273 Meeting St., (Trinity United Methodist Church)

TMS: \_\_\_\_\_

ACTION REQUEST: Rental for Piccolo Spoleto Youth Music on Sat. May 27, 2017

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### **ACTION:** What action is being taken on the Property mentioned?

☐ **ACQUISITION**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **SALE**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, *please name.*** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **EASEMENT**      Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_

☐ **TEMPORARY**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM



### LEASE

Lessor: Trinity United Methodist Church Lessee: City of Charleston



INITIAL

Terms: \$300.00



RENEWAL

Terms: \_\_\_\_\_



AMENDMENT

Terms: \_\_\_\_\_



### Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

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**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

Colleen Carducci  
Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

---

**NEED:** Identify any critical time constraint(s).

# TRINITY UNITED METHODIST CHURCH RENTAL AGREEMENT

Renter Group:	City of Charleston (Piccolo Spoleto Festival)	
Rental Date:	Sat. May 27, 2017	
Rental Times:	9:30AM - 4:00PM	
Contact Person:	Ray Swagerty	
Phone Number:	(843) 724-7414	
Rental Purpose:	Youth Music	
Base Fee	\$300.00 for 300 guests maximum	\$375.00 for 301-400 guests maximum

Agreed Rental Fee: \$ 300.00

(Payment Due 1 week prior to event. Checks can be made payable to *Trinity United Methodist Church*)

**THIS AGREEMENT** is made by and between the above named person(s), hereinafter referred to as "renter(s)" and Trinity United Methodist Church, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

**Whereas**, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is \$ 300.00., and other fees (if applicable) required have been added to this rental amount. Trinity United Methodist Church does not charge or require any gratuity charge or tip.

The full cost must be paid at least seven (7) days prior to the event, which date is Sun. May 21, 2017

**Whereas,** rentals are on a first come first serve basis. A non secured date may be held for forty eight (48) hours after the initial request is made, however; the Rental Agreement and a security/damage deposit must be received within the forty eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until this Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

**Whereas, City of Charleston shall keep in full force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:**

- a) A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and
- b) A total sum not to exceed Six Hundred Thousand (\$600,000.00) Dollars as the result of any one occurrence, accident or disaster."

### **Renter(s) Acknowledgement**

Date \_\_\_\_\_

3-8-17

Trinity United Methodist Church.

Date \_\_\_\_\_

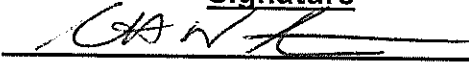

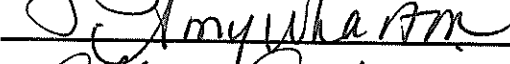
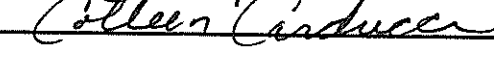
Adopted by Trinity UMC Trustees 7/20/2016

C.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: March 2, 2017  
FROM: Scott Watson DEPT: Cultural Affairs  
ADDRESS: 136 Church St., (French Huguenot Church)  
TMS: \_\_\_\_\_  
ACTION REQUEST: For use of church for Piccolo Spoleto L'Organo on May 30,  
2017

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u></u>	<input checked="" type="checkbox"/>
Legal Department	<u></u>	<input type="checkbox"/>
Chief Financial Officer	<u></u>	<input type="checkbox"/>
Director Real Estate Management	<u></u>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

**FUNDING:** Was funding needed?

Yes

No

If yes, was funding previously approved?

Yes

\*If approved, provide the following:

Dept/Div. \_\_\_\_\_

Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_

Amount needed for this item

N/A

**NEED:** Identify any critical time constraint(s).

\*Commercial Property and Community & Housing Development have an additional form.

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: March 2, 2017

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: 136 Church St. (French Huguenot Church)

TMS: \_\_\_\_\_

ACTION REQUEST: Use of church for Piccolo Spoleto L'Organo concert on May 30, 2017

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### ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **SALE**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **EASEMENT**      Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_

☐ **TEMPORARY**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM



### LEASE

Lessor: Huguenot Church Lessee: City of Charleston



#### INITIAL

Terms: \$250.00 fee to be paid directly to the church by the American Guild of Organists



#### RENEWAL

Terms: \_\_\_\_\_



#### AMENDMENT

Terms: \_\_\_\_\_



### Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

---

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: *Colleen Carducci*  
Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

---

**NEED:** Identify any critical time constraint(s).



**French Protestant Church (Huguenot) Church**  
P. O. Drawer 917  
Charleston, SC 29402

Phone: 843.722.4385 Email: [french@huguenotchurh.comcastbiz.net](mailto:french@huguenotchurh.comcastbiz.net) Fax: 843.722.4388

**Permission Application for Facilities Usage**

Name / Group / Organization: City of Charleston Phone: (843) 724-7414

Address 75 Calhoun St. Suite 3800 City/St Zip Charleston, SC 29401

Email swagertyr@charleston-sc.gov

Facilities Requested (please circle): Church Huguenot Heritage Hall, Children's Sunday School

Use of Kitchen: Yes ☐ or No ☒ Purpose of Use: Piccolo Spoleto L'Organo Series

Day and Date Requested (Event can only be reserved 2 months in advance): Tu May 30, 2017

Time Requested: From 9:00AM To: 12:00PM Total: 3 Hours 0 Minutes

Building Usage Agreement Signed? Yes ☒ or No ☐

Church Rental Fee (\$250) Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Heritage Hall (44 Queen Street) Fee ( ) Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Children's Sunday School (40 Queen Street) Fee ( ) Received By: \_\_\_\_\_

Date: \_\_\_\_\_

Key Deposit (\$25) Date Out \_\_\_\_\_ Date Returned \_\_\_\_\_ Received By: \_\_\_\_\_

Fees for each building will be \$250.00 for the first hour and \$100.00 for each hour after with total fees no more than \$500.00. All fees are to be paid on approval.

"I have read the building usage agreement and will comply with all the expectations outlined."

Signed: [Signature] Date: Feb. 9 2017

Signature of the Applicant

Title: Production Mgr Address: 75 Calhoun St Charleston, SC 29401

Phone: (843) 724-7414 Email: swagertyr@charleston-sc.gov

Approved & signed by: [Signature]  
President of the Board of Directors

Approved & signed by: [Signature]  
Administrative Assistant

**Guidelines:**

Please list one event per form.

Forms must be submitted to the church office in person or via fax or email.

Please notify the church immediately if the event is cancelled. Fees are non-refundable.

Dates are not reserved until approved by the President of the Board of Directors, Chairman of the Body of Elders, and the Administrative Assistant.

Keys are to be returned within a week after event date and deposit will be refunded.

All payments will be made with a check from the applicant.



**French Protestant (Huguenot) Church**  
**P. O. Drawer 917**  
**Charleston, SC 29402**

Phone: 843.722.4385 Email: french@huguenotchurch.comcastbiz.net Fax: 843.722.4388

**Property Safety and Security Agreement for Building Usage**

I/We the undersigned City of Charleston (Name of Organization)  
of the city of Charleston state of SC shall be using the building and  
grounds of the French Protestant (Huguenot) Church from (date) May 30, 2017 (time) 9:00AM to  
(date) May 30, 2017 (time) 12:00PM for the purpose of Piccolo Spoleto Festival  
L'Organo Series concert herein referred to as "the **Activity**".

I/We understand and agree that neither **French Protestant (Huguenot) Church** nor its trustees, representatives, employees or agents may be held liable in any way for an occurrence in connection with the **Activity** which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not.

As part of the consideration for being allowed to use your facility, building, and grounds as well as all appliances and fixtures in the **Activity**, I/We hereby assume all risk in connection with participation in **The Activity**. I/We further release **French Protestant (Huguenot) Church**, its trustees, representatives, employees or agents for any damage which may occur while participating in the **Activity**. During the term of the Agreement, the City shall keep in force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

- a) A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because or property damage sustained, or by any combination of personal injury or property damage; and
- b) A total sum not to exceed Six Hundred Thousand (\$600,000.00) Dollars as the result of any one occurrence, accident or disaster.

I/We also authorize **French Protestant (Huguenot) Church**, its employees or agents to render or obtain such emergency medical care treatment as may be necessary should any injury, harm, or accident occur while participating in the **Activity**.

I/We further state that I/We are authorized to sign this agreement: that I/We understand the terms here in are contractual and not mere recital; and that I/We have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/We have fully



informed ourselves of the content of this affirmation and release by reading it before I/We signed it.

I/We have executed this affirmation and release on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature 

Signature \_\_\_\_\_

d.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: March 2, 2017  
FROM: Scott Watson DEPT: Cultural Affairs  
ADDRESS: 53 Meeting St., (First Scots Presbyterian Church)  
TMS: \_\_\_\_\_  
ACTION REQUEST: For use of church for Piccolo Spoleto L'Organo on June 5, 2017

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u>[Signature]</u>	<input checked="" type="checkbox"/>
Legal Department	<u>[Signature]</u>	<input type="checkbox"/>
Chief Financial Officer	<u>[Signature]</u>	<input type="checkbox"/>
Director Real Estate Management	<u>[Signature]</u>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

**FUNDING:** Was funding needed?

Yes

☐

No

☒

If yes, was funding previously approved?

Yes

☐

No

☐

o

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \$200.00

**NEED:** Identify any critical time constraint(s).

\*Commercial Property and Community & Housing Development have an additional form.

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: March 2, 2017

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: 53 Meeting St. (First Scot's Presbyterian Church)

TMS: \_\_\_\_\_

ACTION REQUEST: Use of church for Piccolo Spoleto L'Organo concert on June 5, 2017

---

### ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **EASEMENT** Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **TEMPORARY**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM



### LEASE

Lessor: First Scot's Pres. Ch. Lessee: City of Charleston



### INITIAL

Terms: There is no fee involved.



### RENEWAL

Terms: \_\_\_\_\_



### AMENDMENT

Terms: \_\_\_\_\_



### Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

---

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: Colleen Carducci

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

---

**NEED:** Identify any critical time constraint(s).

# First (Scots) Presbyterian Church

## REQUEST FOR SANCTUARY USE

- ❖ Performance: Piccolo Spoleto Festival, L'Organo
- ❖ Name of Group: City of Charleston
- ❖ Group's Contact Person Ray Swagerty
- ❖ Group's Contact Phone Numbers: (843) 724-7414
- ❖ Description of Performance/Group: Jennifer McPherson
- ❖ Date of Performance: June 5, 2017 Date of Rehearsal: N/A
- ❖ Time of Performance: 10:00 AM Time of Rehearsal: N/A
- ❖ Expected size of Audience: 300 +/-
- ❖ Admission will be (check one) ☐ Free ☐ Free with donations accepted ☒ Tickets to be sold at \$     each.
- ❖ Certificate of Liability Insurance must be provided to the church administrator at least 14 days prior to the event showing the group's coverage for a minimum of \$600,000.
- ❖ Reimbursement fee for use of the Sanctuary including opening, closing & cleaning of Sanctuary is \$200 for 3 hours. Sexton fee \$50.00/hour additional time. Fees are payable to First (Scots) Presbyterian Church two weeks before event and should be directed to Church Administrator, 53 Meeting Street, Charleston, SC 29401. Church Administrator, in conference with the staff, may adjust fees.
- ❖ Check any other needs you will have for this performance. Staff must approve all individual requests:
  - N/A Chairs (#    ) N/A Lights N/A PA System
  - N/A Removal and replacement of any Sanctuary furnishings
  - ☒ Musical instruments (organ, piano, harpsichord)
  - N/A Temporary Storage or delivery of other equipment or properties that will be brought on the property of First (Scots). Please attach description of items and when they will be delivered or stored.

**Please Note: The Sanctuary Pulpit may not be moved.**

*Please read the policies on reverse side and sign.*

Requested: ☐ Approved ☒ Not Approved \_\_\_\_\_ Certificate of Liability Insurance Received

Fees Required: \$ N/A Received \_\_\_\_\_

Staff member: Joseph S. Harvard, III Date: \_\_\_\_\_

# POLICIES FOR USE OF FIRST (SCOTS) PRESBYTERIAN SANCTUARY

Our Sanctuary is the site of our weekly worship and the focus for our life as a congregation. It is also a beautiful historic structure as well as an acoustically resonant room. First (Scots) is committed to being a good steward of this invaluable resource. We believe we are called to share this facility with the larger community by making the Sanctuary available to performing artists. In order to preserve this space for the benefit of all who experience performances here, we have established the following policies:

- I. Persons wishing to use the Sanctuary must fill out the form (see reverse side) requesting the date and informing the staff of all details of the proposed performance at least two months before the event date. Directors of Music or Clergy, in consultation with the rest of the staff, review requests for use of the Sanctuary. Requests are reviewed at the weekly staff meeting.
- II. Reimbursement fee for use of the Sanctuary is \$200 for up to three (3) hours and \$50 per hour for additional time. Sexton fees (\$50 hr.) will be paid for rehearsal times if not during normal business hours. Performers are responsible for leaving the Sanctuary in good order and are responsible for any damage. A deposit to cover the expected fees is required 14 days before any use of the Sanctuary. Checks must be directed to the Church Administrator and made payable to First (Scots) Presbyterian Church at the address on this form 14 days before the event. The Church Administrator, in conference with the staff, may adjust these fees.
- III. Events and rehearsals may not interfere with any church activities, including worship services, funerals, and weddings. Tables and other items may not be set up on the portico prior to one hour before an event.
- IV. Installations of equipment, use of the Sanctuary for rehearsal, and use of any other properties all require written permission. The pulpit may not be moved and other sanctuary furniture including the harpsichord, piano, communion table, and baptismal font may be moved only with Church Administrator permission and supervision. The Director of Instrumental Music must approve any use of Sanctuary instruments.
- V. One First (Scots) usher/greeter will be present at all events. However, hosts are expected to provide ushers for their events.
- VI. Unless prior arrangements have been made with the Church Administrator, persons using the sanctuary are asked to enter only the first floor of the sanctuary building, which includes the parlor, chapel, and restrooms. Access to other parts of the church is restricted; users need to be aware that intruder alarms may be set in some areas.
- VII. Neither smoking nor the possession or use of alcoholic beverages is permitted in church buildings or on the surrounding property. No food or drink is allowed in the sanctuary, the chapel, or the parlor.
- VIII. First (Scots) assumes no responsibility for anyone who advertises a performance date before they receive permission to use the Sanctuary.
- IX. First (Scots) assumes no responsibility for personal injuries or damage to property belonging to others incurred in our Sanctuary. The Group using the Sanctuary shall provide the Church with a certificate of insurance verifying that they have at least **\$600,000** Combined Single Limit of Liability coverage for Bodily Injury and Property Damage; certificate shall show evidence of workers compensation coverage covering the use and activities relating to this agreement. ~~The certificate of insurance shall name First (Scots) Presbyterian Church as an additional insured under the User's policy. The certificate of insurance should be presented to the Church Administrator at least fourteen (14) days before the scheduled event. The User agrees to hold harmless and indemnify First (Scots) Presbyterian Church.~~
- X. I understand and agree to the policies for use of the First (Scots) Sanctuary and warrant that I have authority to execute this agreement as agent for the Group using the Sanctuary.

Signature of Group's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

First (Scots) Presbyterian Church

e.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: March 2, 2017  
FROM: Scott Watson DEPT: Cultural Affairs  
ADDRESS: 176 Concord St., (S.C. Ports Auth. parking Lot-A)  
TMS: \_\_\_\_\_  
ACTION REQUEST: Use of prop. For Piccolo Spoleto Sunset Serenade on May 26, 2017

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u>[Signature]</u>	<input checked="" type="checkbox"/>
Legal Department	<u>[Signature]</u>	<input type="checkbox"/>
Chief Financial Officer	<u>[Signature]</u>	<input type="checkbox"/>
Director Real Estate Management	<u>[Signature]</u>	<input type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☒ No ☐  
If yes, was funding previously approved? Yes ☒ No ☐

\*If approved, provide the following: Dept/Div. 562200 Acct: 52510  
Balance in Account \$2,490.00 Amount needed for this item \$2,490.00

**NEED:** Identify any critical time constraint(s).

\*Commercial Property and Community & Housing Development have an additional form.

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: March 2, 2017

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: 176 Concord St. (S.C. Ports Auth. parking lot- A)

TMS: \_\_\_\_\_

ACTION REQUEST: Use of prop. for Piccolo Spoleto Sunset Serenade on May 26, 2017

---

### ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **SALE**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **EASEMENT**      Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_

☐ **TEMPORARY**  
Terms: \_\_\_\_\_  
\_\_\_\_\_



## COMMERCIAL REAL ESTATE FORM



### LEASE

Lessor: S.C. State Ports Auth. Lessee: City of Charleston



### INITIAL

Terms: \$2,490.00 (incl. \$750 rental, \$1,440 for Ports Police and \$300 refundable dep.)



### RENEWAL

Terms: \_\_\_\_\_



### AMENDMENT

Terms: \_\_\_\_\_



### Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

---

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: \_\_\_\_\_

Signature: Colleen Carducci

Director Real Estate Management

**ADDITIONAL :** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

---

**NEED:** Identify any critical time constraint(s).



South Carolina State Ports Authority  
176 Concord Street  
Post Office Box 22287  
Charleston, South Carolina 29413-2287  
(843) 577-8601

## PASSENGER TERMINAL PARKING LOT "A"

This License, made at Charleston, South Carolina, as of January 24, 2017, between the South Carolina State Ports Authority, having its principal place of business at 176 Concord Street, Charleston, South Carolina (the Licensor, hereinafter referred to as the "Authority"), and The City of Charleston Office of Cultural Affairs, having its principal place of business at 75 Calhoun Street, Suite 3800, Charleston, SC (the Licensee, hereinafter referred to as "the Sponsor").

Whereas, the Authority, in consideration of the License payments and other agreements hereinafter specified, hereby licenses unto the Sponsor the Authority's Passenger Terminal Parking Lot "A", located at 196 Concord Street, Charleston, South Carolina, as more particularly shown on Exhibit A attached hereto and incorporated herein, for a term commencing at 8:00 a.m. on May 26, 2017, and ending at 12:00 Midnight on May 26, 2017, for the PICCOLO SPOLETO SYMPHONY CONCERT, AND THE SPONSOR HEREBY AGREES AND AFFIRMS:

(1) To abide by all of the terms and conditions issued by the Authority governing the licensing and use of the Passenger Terminal Parking Lot "A" and traffic and parking regulations. The *Terms and Conditions* and *Traffic and Parking Regulations* are attached hereto respectively as Exhibit B and Exhibit C and made a part of this License.

(2) That it shall provide insurance coverage that will protect the Authority, its Board, executives, agents, servants, and employees from any and all losses, expenses, damages, demands, and claims in connection with or arising out of any loss, injury, or alleged injury to persons (including death), loss, damage, or alleged damage to property, sustained, or alleged to have been sustained as a result of the Sponsor's occupancy and use of the licensed premises and associated facilities, and agrees to defend any suit or action brought against the Authority or any of its Board, executives, agents, servants, or employees, based on any such alleged loss, injury, or damage, and to pay all damages, costs, and expenses, including attorneys' fees, in connection therewith or resulting therefrom.

SIGNED AND DELIVERED IN  
THE PRESENCE OF:

Witness as to the Authority

SOUTH CAROLINA STATE PORTS AUTHORITY

By

Date 1/24/17

SIGNED AND DELIVERED IN  
THE PRESENCE OF:

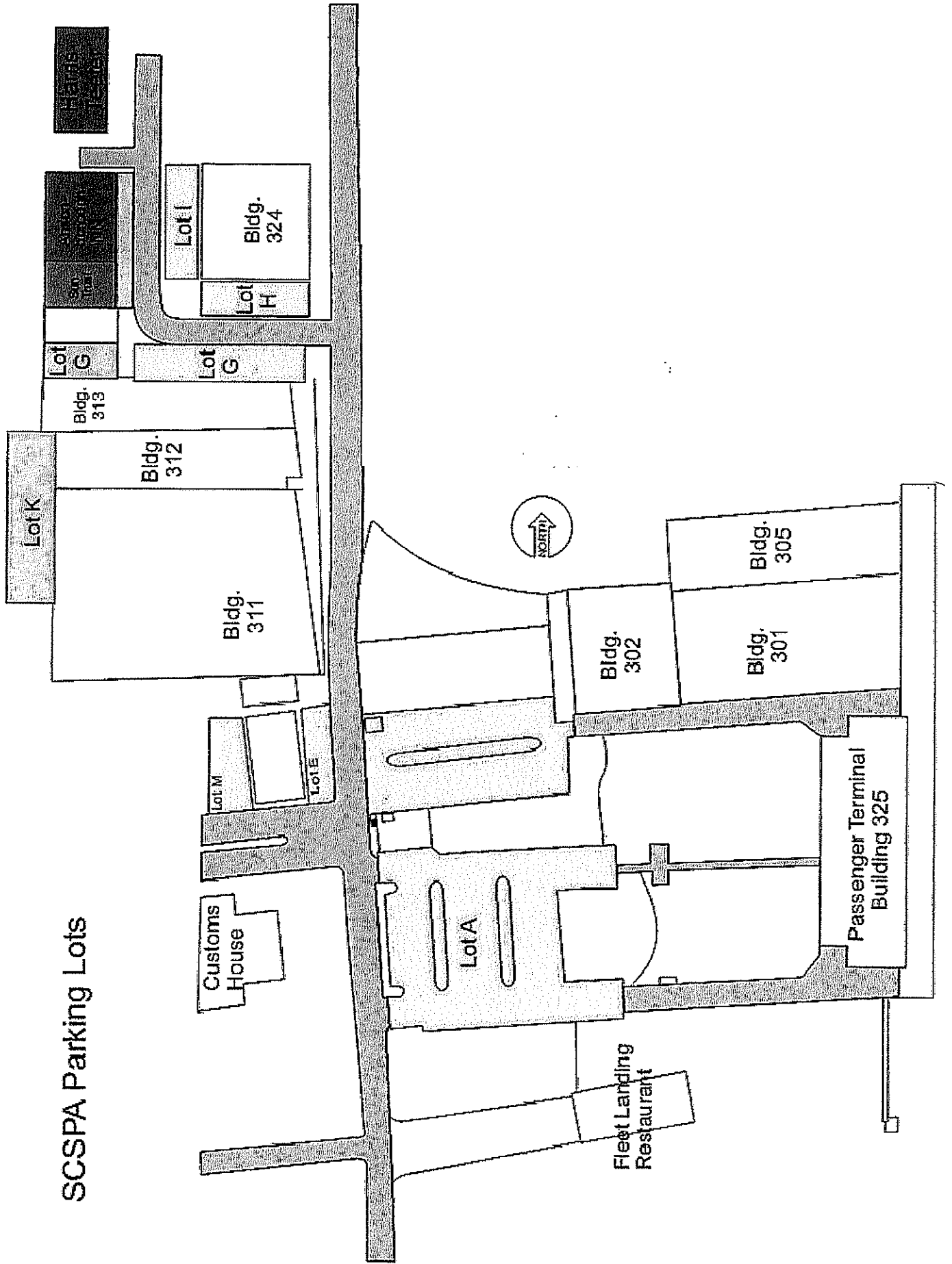
CITY OF CHARLESTON

By \_\_\_\_\_

Date \_\_\_\_\_

Witness as to the Sponsor

# SCSPA Parking Lots



South Carolina State Ports Authority  
Exhibit B  
**TERMS AND CONDITIONS FOR THE  
PASSENGER TERMINAL PARKING LOT "A"**

**SECTION I**

- A. Rental Fee: PICCOLO SPOLETO SYMPHONY setup/ event/ parking on Friday, May 26, 2017  
\$ 750.00

Use of the Lot is to start at 8:00 a.m. on Friday, May 26, 2017. Break down will commence immediately after the scheduled event. **No Retail vendors will be allowed to set up in Parking "Lots A".**

One-half of the rental fee is to be paid when this License is signed (usually thirty days prior to the scheduled event). The balance is to be paid at least seven (7) business days prior to the date of a scheduled event.

Activities are restricted to audience seating in "Lot A" and staff parking in "Lot A". No retail vendors are allowed in "Lots A". *No other area of the parking lot is to be used without prior approval of the Authority. Any use is subject to additional fees.*

- B. Any proposed use (i.e., food and beverage sales) by the Sponsor of the parking lot must have *prior* approval of the Authority and is subject to additional fees.
- C. Damage Deposit: A deposit of \$300.00 per event will be charged. The deposit is to be paid when this License is signed (usually thirty days prior to the scheduled event). The deposit is collateral and security against any damages to the Passenger Terminal Parking Lots (i.e. damage to landscaping) or any additional cleaning/maintenance costs incurred as a result of a scheduled event, and for faithful performance by the Sponsor of all obligations under the License.

The Sponsor shall pay for the repair or replacement or any damage incurred as a result of the Sponsor or the Sponsor's guests, sales/food and beverage vendors, caterers, and bartenders, etc.

The cost of damages, repairs/replacements, and/or additional cleaning will be deducted from the deposit and the difference will be refunded to the Sponsor. If the repairs/cleaning is more than \$300.00, the Sponsor will be responsible for the additional costs incurred. *The parking lots are expected to be left in the same condition as before the event.*

The deposit will be refunded provided there are no damaged, broken, inoperative, or missing features of the facility or any additional cleaning/maintenance required as a result of a scheduled event. The deposit will be refunded to the Sponsor within ten (10) business days after completion of the joint damage inspection.

*The Authority is not responsible for any item(s) delivered to, or left behind at, the facility.*

- D. Security (Required): The constabulary of the Authority will provide security pertaining to the Authority's property. Any other security is the responsibility of the Sponsor and shall be accomplished through the use of the Authority's Port Police officers.

Port Police officers will be provided at a charge of \$60.00/hour per officer. A 4-hour minimum applies. The Sponsor agrees to obey and comply with all security and other general rules and regulations applicable to the licensed premises while on the Authority's property. *The Authority is not responsible for any item(s) lost, stolen, or damaged before, during or after an event at the facility.*

- E. Layout (Required): A layout of the event showing the proposed use and the placement of electrical requirements, stage, vendor, and etc., must be furnished to the Authority at least ten (10) business days prior to the event for approval.

Every effort will be made to accommodate the Sponsor, however the Authority reserves the right to alter the proposed layout, as deemed appropriate.

## **SECTION II - INSURANCE**

The Sponsor is required to carry his/her/its own sufficient bodily injury; personal injury and property damage insurance; host liquor if alcoholic beverages are to be served or liquor law if alcoholic beverages are to be sold, in any manner or form, (as required in SECTION IV below); and contractual liability insurance. This is to protect its interests in connection with its use of the leased premises and in obligations assumed by the Sponsor in the hold harmless and indemnification provisions outlines in Paragraph (2) in the Lease.

For small events such as wedding receptions, the minimum limit of \$250,000.00 is required, *naming the South Carolina State Ports Authority as an additional insured.* For larger events and events open to the public, the minimum limit of \$600,000.00 is required, *naming the South Carolina State Ports Authority as an additional insured.* Should the Sponsor's general liability policy not provide coverage for the subject event, a special events insurance policy must be provided by the Sponsor with minimum limits as stated in the aforementioned, *naming the South Carolina State Ports Authority as an additional insured.*

A certificate of insurance, specifically referencing the subject event, must be furnished to the Authority as Licensor at least seven (7) business days in advance of a scheduled event. The Sponsor further agrees to provide Workers' Compensation for its employees, and/or insurance required under any other state or federal employee benefit act. The facility cannot be utilized until the certificate of insurance is received and approved by the Authority.

## **SECTION III - ALCOHOLIC BEVERAGES**

The Sponsor must inform the Authority of their desire to serve alcoholic beverages at least seven (7) business days in advance of the scheduled event. The Sponsor must conform to all state laws concerning alcoholic beverages and shall obtain all necessary permits and licenses as necessary, providing proof of same to Authority. Evidence of Host Liquor Liability Insurance, as required under SECTION III, shall be provided if alcoholic beverages are to be served. If alcoholic beverages are to be sold (in any manner or form), evidence of Liquor Law Liability Insurance shall be provided for the minimum limits as specified and required in SECTION II above.

## **SECTION IV - INSPECTION**

Prior to occupancy, the Sponsor has determined that the area is reasonably suitable and safe for the purpose of the intended event.

Prior to occupancy, the Sponsor and a representative of the Authority shall inspect the facilities and list all damaged, broken, inoperative, or missing features. This list shall be made a part of

this License as Exhibit D attached hereto and incorporated herein. A final joint inspection will be conducted immediately after the period of occupancy terminates listing any discrepancies. The Sponsor will be responsible for any damaged, broken, inoperative, or missing features noted on the final damage inspection report as a result of the Sponsor's occupancy. *The facility is expected to be left in the same condition it was in before an event (i.e., signs and all trash, etc., must be removed from the premises). If it is not, extra charges will be incurred.*

## **SECTION V - MISCELLANEOUS**

### **Miscellaneous Fees**

There will be a service charge of \$25.00 for all returned checks. Other charges, as appropriate, will apply for any miscellaneous services performed by the Authority. Estimated fees for any miscellaneous services performed by the Authority are to be paid at least seven (7) business days prior to a scheduled event. Examples of miscellaneous fees are as follows:

1. Electrician - \$45.00/hour
2. Additional six-outlet strips - \$20.00/strip
3. Maintenance Assistance - \$40.00/hour (weekdays)

## **SECTION VI - CITY BUSINESS LICENSES**

As of June 15, 1992, the City of Charleston requires a separate, annual business license for any and all vendors working in the city, whether on public or private property. Upon signing this License, Sponsor must visit the City of Charleston Business License Office at 75 Calhoun Street, Charleston, South Carolina, or call (803) 724-3711. *It is the Sponsor's responsibility to obtain a City Business License if it is needed.*

## **SECTION VII - ADVERTISING FOR EVENTS**

Advertisements for events to be held at the facility should specify "THE CRUISE TERMINAL PARKING LOT "A" (not the AUTHORITY), "Located at 196 Concord Street, across from the U.S. Customs House building, at the foot of Market Street." A copy of all promotional/advertising materials should be furnished to the Authority. A marquee, in the parking lot (Lot A), is available to announce the event.

**NO FIREARMS OR CONCEALED WEAPONS ARE PERMITTED ON AUTHORITY PROPERTY.**

**THE SPONSORING ORGANIZATION AND THE PROPOSED ACTIVITY MUST BE OF SUCH A NATURE AS NOT TO ADVERSELY REFLECT UPON THE AUTHORITY IN ANY WAY.**

*The undersigned has read and understands the Terms and Conditions Passenger Terminal Parking Lots "A" & "B" and agrees to abide by these terms and conditions as the Sponsor.*

CITY OF CHARLESTON

---

Sponsor

---

Date



Exhibit C  
South Carolina State Ports Authority

## TRAFFIC AND PARKING REGULATIONS

Listed are the major vehicle traffic and parking rules enforced on Authority property. Please read these rules carefully, for you are responsible for complying with them.

### AUTHORITY

The following sources of authority provide the basis for the Port Police Department to establish and enforce these rules:

- Code of Laws of the State of South Carolina 1976, Sections 56-21-10 through 56-21-60, as amended and the Vehicle Traffic and Parking Regulations of the Authority.
- The Authority's traffic and parking regulations apply to the drivers of all vehicles on property owned, licensed, rented, or otherwise controlled by the Authority.
- The Authority's Police Officers are graduates of the South Carolina Criminal Justice Academy and are commissioned by the Governor as state constables with full police powers to enforce all state laws.

### GENERAL

- Sponsor shall, at Sponsor's sole cost and expense, comply with all applicable laws, ordinances, statutes, rules and regulations affecting the licensed property, including rules and regulations of the Authority.
- Drivers must obey the instructions of designated traffic controllers.
- All posted traffic signs must be obeyed.
- The Authority assumes no responsibility for any vehicle or its contents.
- Vehicle accidents of any nature which occur on the Authority's property must be reported immediately to the Port Police Office at Union Pier Terminal, 577-8653.
- Parking in fire lanes, spaces designated for the handicapped, and blocking access to the Passenger Terminal entryways is strictly prohibited. Violation of these regulations will result in parking citations and/or vehicle(s) being towed. (Fines for parking in spaces designated for the handicapped range from \$50 to \$250.)
- Vehicles may park only in designated parking areas. Parking in the following areas is prohibited:
  - A. Docks, ramps, railroad tracks, warehouses
  - B. Truck loading zones
  - C. Within 15 ft. of a fire department connection
  - D. Where signs are posted "No Parking"
- Parking citations will be issued by the Ports Authority Police.  
(Note: S.C. Uniform Traffic Citations are issued.)

Exhibit D

(Site inspection – pre event – damaged/broken/inoperative/missing features)



Exhibit D

(Site inspection - pre event - damaged/broken/inoperative/missing features)

f.)

**REAL ESTATE COMMITTEE  
GENERAL FORM**

**TO:** John J. Tecklenburg, Mayor **DATE:** April 14, 2017  
**FROM:** Geona Shaw Johnson **DEPT:** Housing and Community Development  
**ADDRESS:** 1825 Austin Avenue, Charleston, SC  
**TMS:** 464-01-00-132

**ACTION REQUEST:** To authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Latrice R. Evans for the sale of 1825 Austin Avenue for \$158,400.00. This property is being sold subject to the HOME Investment Partnerships Program Resale Restrictive Covenants with an affordability period of 30 years..

**COORDINATION:** The request has been coordinated with:

Department Head

Legal Dept

Property Coordinator

Property Manager

CFO

**Signature**

Geona Shaw Johnson

Carla Payne By JC

Amy Wharton

**Attachments**

☒

☐

☐

☐

☐

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

\*Commercial Property and Community & Housing Development have an additional form.

## COMMERCIALREAL ESTATE FORM

TO: Real Estate Committee DATE: April 14, 2017  
FROM: Geona Shaw Johnson DEPT: Housing and Community Development  
ADDRESS: 1825 Austin Avenue, Charleston, SC  
TMS: 464-01-00-132

To authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Latrice R. Evans for the sale of 1825 Austin Avenue for \$158,400.00. This property is being sold subject to the HOME Investment Partnerships Program Resale Restrictive Covenants with an

ACTION REQUEST: affordability period of 30 years.

---

**ACTION:** What action is being taken on the Property mentioned?

☐

**ACQUISITION BY**

☐

DONATION/TRANSFER

Donated By: \_\_\_\_\_

☐

FORECLOSURE

Terms: \_\_\_\_\_

☐

PURCHASE

Terms: \_\_\_\_\_

☐

CONDEMNATION

Terms: \_\_\_\_\_

☐

OTHER

Terms: \_\_\_\_\_

☒

**SALE BY**

☐

NON-PROFIT ORG, *please name* \_\_\_\_\_

Terms: \_\_\_\_\_

☒

OTHER

Terms: As stipulated in the Agreement of Purchase and Sale

☐

**LEASE**

☐

INITIAL

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

Terms: \_\_\_\_\_

☐

RENEWAL

## COMMERCIALREAL ESTATE FORM

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

Terms: \_\_\_\_\_

☐

### AMENDMENT

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

Terms: \_\_\_\_\_

☐

### Improvement of Property

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

\_\_\_\_\_

---

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

**Results:** Background check will be requested and results known prior to final contract approval.

Signature: \_\_\_\_\_

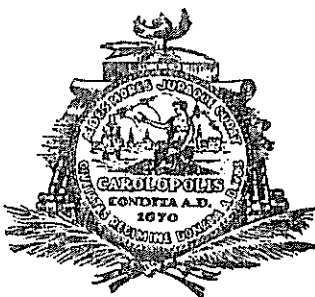
*Colleen Carducci*

Property Manager

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

---

**NEED:** Identify any critical time constraint(s).



Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A PURCHASE AND SALE AGREEMENT WITH LATRICE R. EVANS PERTAINING TO PROPERTY LOCATED AT 1825 AUSTIN AVENUE, TMS NO. 464-01-00-132, FOR THE SUM OF \$158,400, TO INCLUDE AUTHORIZATION TO EXECUTE A DEED OR OTHER DOCUMENTS NECESSARY TO CONSUMMATE THE SALE IN ACCORDANCE WITH THE PROVISIONS OF THE PURCHASE AND SALE AGREEMENT.

BE IT ORDERED AND ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a Purchase and Sale Agreement with Latrice R. Evans pertaining to property located at 1825 Austin Avenue, TMS No. 464-00-132, for the sum of \$158,400, to include authorization to execute a deed or other documents necessary to consummate the sale in accordance with the Purchase and Sale Agreement, a copy of said Agreement being attached to this Ordinance and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2017,  
and in the \_\_\_\_\_th Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg  
Mayor, City of Charleston

ATTEST:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

## **AGREEMENT OF PURCHASE AND SALE**

This **AGREEMENT OF PURCHASE AND SALE** (this “*Agreement*”) is made as of the \_\_\_\_\_ day of, 2017, by and between **CITY OF CHARLESTON**, having a notice address of 80 Broad Street, Charleston, South Carolina 29401 (hereinafter referred to as the “*Seller*”), and **LATRICE R. EVANS**, having a notice address of 1822 Austin Avenue, Charleston, South Carolina 29405 (hereinafter referred to together as the “*Buyer*”).

### WITNESSETH

1. **SALE OF THE PROPERTY.** The Seller agrees to sell and the Buyer agrees to purchase on the terms hereafter stated all of the Seller’s right, title, and interest as of the Closing Date (as hereinafter defined), in and to the real property located in Charleston County, South Carolina, and known generally as 1825 Austin Avenue, Charleston, South Carolina, bearing Charleston County Tax Map No. 464-01-00-132, together with all improvements located thereon and appurtenances thereto, if any (the “*Property*”).

2. **PURCHASE PRICE.** Subject to the adjustments and the prorations hereafter described, the total purchase price to be paid by the Buyer to the Seller on the Closing Date for the Property (the “Purchase Price”) is the sum of One Hundred Fifty-Eight Thousand Four Hundred and No/100 Dollars (\$158,400.00), payable as follows:

- 2.1 **Earnest Money Deposit.** The sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) shall be paid by the Buyer to the Seller (the “*Earnest Money*”). The Earnest Money shall be held in escrow by the Seller’s attorney, Haynsworth Sinkler Boyd, P.A. (the “*Escrow Agent*”), in a non-interest bearing account, until the Closing Date and then shall be applied against the Purchase Price on the Closing Date, unless otherwise disposed of in accordance with the terms and provisions of this Agreement.
- 2.2 **Note and Mortgage.** On the Closing Date, the Buyer shall execute and deliver a promissory note and mortgage, on a form substantially similar to the one attached hereto as Exhibit A, acceptable to Seller, in an amount equal to \$47,520.00 (the “*Note and Mortgage*”).
- 2.3 **Cash at Closing.** On the Closing Date, the Buyer shall pay to the Seller the further sum of \$108,380.00 in immediately available funds which, together with the Earnest Money, shall be equal to the Purchase Price.

3. **TITLE.** At closing, Seller shall convey the Property to the Buyer in accordance with the requirements set forth in Paragraph 4.3.1 below and subject to all matters appearing of record in the Charleston County RMC Office.

4. **CLOSING.** The Buyer and the Seller agree that the purchase will be consummated as follows:

- 4.1 Title Transfer. The Seller agrees to convey title to the Property to the Buyer, subject to the items set forth in Paragraph 4.3 below and subject to the HOME PARTNERSHIP Program Resale Restrictions, attached hereto as Exhibit B, on or before the close of business on the Closing Date and, effective on the delivery of the Deed (as hereafter defined) from the Seller to the Buyer, beneficial ownership and the risk of loss of the Property will pass from the Seller to the Buyer.
- 4.2 Closing Date and Location. Unless otherwise agreed by the parties in writing, this transaction shall close on or before June 30, 2017 (the “**Closing Date**”). **TIME IS OF THE ESSENCE.** The closing shall occur at a time and place in Charleston County, South Carolina, to be designated by the Buyer and approved by the Seller.
- 4.3 Seller’s Instruments. At closing, the Seller shall deliver or cause to be delivered to the Buyer the following items:
- 4.3.1 Limited Warranty Deed. A limited warranty deed (the “**Deed**”) executed by the Seller conveying to the Buyer all of the Seller’s right, title and interest, as of the Closing Date, in and to the Property, subject to easements and all other matters appearing of record in Charleston County.
- 4.3.2 Additional Documents. Such additional documents as might be reasonably required by the Buyer to consummate the purchase of the Property by the Buyer.
- 4.4 Buyer’s Instruments. At closing, the Buyer shall deliver to the Seller the following items:
- 4.4.1 Purchase Price. The payment required by Paragraph 2 hereof.
- 4.4.2 Additional Documents. Such additional documents as might be reasonably required by the Seller to consummate the sale of the Property to the Buyer.
- 4.5 Closing Costs. With respect to the conveyance of the Property, the Seller shall pay its own legal expenses, deed preparation costs, and any sum necessary to correct any title deficiency that is raised by Buyer in writing prior to expiration of the Inspection Period, and that the Seller agrees, in writing, to pay. Buyer shall pay all other closing costs, including any survey costs and all other recording costs and fees associated with the sale of the Property. All property taxes (if any) on the Property shall be prorated as of the date of closing, with the Buyer being solely responsible for any property

taxes that are imposed on the Property after the date of closing. Buyer agrees to be responsible for the real estate commission or other fee resulting from the sale of the Property; provided, however, that the Seller hereby agrees to pay up to \$3,960.00 of such commission. Roll back taxes, if any, shall be the responsibility of the Buyer.

5. **POSSESSION.** Subject to any limitations set forth in this Agreement, possession of the Property shall be delivered to the Buyer on the Closing Date.

6. **DEFAULT; REMEDY.** In the event that the Seller or the Buyer fail to perform their obligations hereunder, the party claiming default shall make written demand for performance. If the Seller defaults and fails to comply with such written demand within ten (10) days after receipt thereof, the Buyer, as their sole and exclusive remedy under this Agreement, shall have the right to terminate this Agreement and receive a refund of the Earnest Money and to be reimbursed by the Seller for Buyer's actual out of pocket expenses, including but not limited to credit report, appraisal fee, survey, cost of title examination, attorney's fees, provided, however, the actual out of pocket expenses recoverable hereunder shall in no event exceed \$1,000. Except to enforce its rights under the foregoing sentence, the Buyer shall not have, and hereby waives, the right to bring suit for damages against Seller for breach of this Agreement. If the Buyer defaults and fails to comply with such written demand within ten (10) days after receipt thereof, the Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money as liquidated damages, it being agreed between Seller and Buyer that damages are liquidated due to the difficulty, inconvenience and uncertainty of ascertaining actual damages for failure to perform under this Agreement.

7. **AS-IS PURCHASE:** BUYER ACKNOWLEDGES THAT THIS IS AN "AS-IS" PURCHASE AND REPRESENTS AND WARRANTS THAT AS OF THE CLOSING DATE BUYER SHALL BE FAMILIAR WITH THE PROPERTY AND SHALL HAVE MADE SUCH INDEPENDENT INVESTIGATIONS AS BUYER DEEMS NECESSARY OR APPROPRIATE CONCERNING THE PROPERTY. IF BUYER ELECTS TO PROCEED WITH THE PURCHASE OF THE PROPERTY, ANY OBJECTIONS WHICH BUYER MAY HAVE WITH RESPECT TO THE PROPERTY SHALL BE WAIVED BY BUYER. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING, THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORE, SUFFICIENCY OF DRAINAGE, WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, THE EXISTENCE OR NON-EXISTENCE OF HAZARDOUS WASTE OR OTHER TOXIC MATERIALS OF ANY KIND OR ANY OTHER



MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT CERTAIN CHEMICALS AND OTHER POTENTIALLY HAZARDOUS MATERIALS HAVE BEEN STORED ON THE PROPERTY IN THE PAST AND BUYER AGREES TO HOLD SELLER HARMLESS FROM ANY LIABILITY ARISING OUT OF THE SAME. THE PROVISIONS OF THIS PARAGRAPH 7 SHALL SURVIVE CLOSING.

8. **BUYER'S RIGHT OF INSPECTION.** Buyer, at its own expense, shall have the privilege of inspecting, or causing to be inspected, the title to the Property and the Property itself, which may include, without limitation, environmental concerns, including but not limited to hazardous waste and radon gas; until June 1, 2017 (the "*Inspection Period*"). Results of the foregoing inspections are to be satisfactory to Buyer, in Buyer's sole discretion, and if the results are not satisfactory, Buyer shall have the option to terminate this Agreement by providing written notice to Seller of such termination at any time prior to expiration of the Inspection Period. In the event that the Buyer so terminate the Agreement prior to the expiration of the Inspection Period, the Earnest Money shall promptly be returned to the Buyer.

9. **LEAD BASED PAINT. Residential Dwellings Built before 1978:** (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this Agreement or by midnight on \_\_\_\_\_, 20\_\_\_\_. (**Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**) This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within \_\_\_\_\_ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the Closing Date. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have \_\_\_\_\_ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this Agreement shall become void. Upon such termination, the Earnest Money of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

10. **REAL PROPERTY DISCLOSURE STATEMENT.** The Buyer and Seller agree, in accordance with South Carolina Code Ann. Section 27-50-30(13), that no Real Property Disclosure Statement shall be provided with this transaction.

11. **COASTAL TIDELANDS & WETLANDS ACT.** In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an addendum will be attached to this Agreement incorporating the required disclosures at Buyer's expense.

12. **MEGAN'S LAW.** The Buyer and Seller agree that the Seller is not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information. The Buyer understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

13. **MISCELLANEOUS.** It is further agreed as follows:

- 13.1 **Notice.** All notices required hereunder will be in writing and served by certified mail, return receipt requested, postage prepaid, at the addresses shown above, until notification of a change of such addresses. Notice may also be sent by a nationally recognized overnight courier service to the addresses set forth above.
- 13.2 **Entire Agreement.** This Agreement, together with the attachments hereto, constitutes the entire agreement between the Buyer and the Seller and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein. The Agreement cannot be amended except in writing executed by the Buyer and the Seller.
- 13.3 **Binding Effect.** This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.
- 13.4 **Assignment.** This Agreement shall not be assigned by either party without first obtaining the other party's written consent, which consent may be withheld with or without cause.
- 13.5 **South Carolina Law.** This Agreement shall be governed, enforced and construed in accordance with the laws of the State of South Carolina.
- 13.6 **Time is of the Essence.** Seller and Buyer expressly agree that time is of the essence with respect to each provision of this Agreement.
- 13.7 **Counterparts / Electronic Transmittal.** This Agreement may be executed by all parties in counterparts, each of which will be deemed an original, but all of such counterparts taken together will constitute one and the same agreement. Facsimile or e-mail copies of this Agreement containing

signatures of the parties shall be deemed to be originals and shall be binding.

- 13.8 Agreement to Survive Closing. This Agreement and each obligation of the parties hereto, shall survive the Closing of the transfer of the Property from Seller to Buyer.
- 13.9 Attorneys Fees/ Costs. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection therewith.
- 13.10 Business Days. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or a day on which banking institutions in the State of South Carolina are required or authorized by law (including executive orders) to close, the compliance with such obligations or delivery shall be deemed acceptable on the next business day.

**\*\*\*Remainder of Page Intentionally Left Blank\*\*\***

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

WITNESSES:

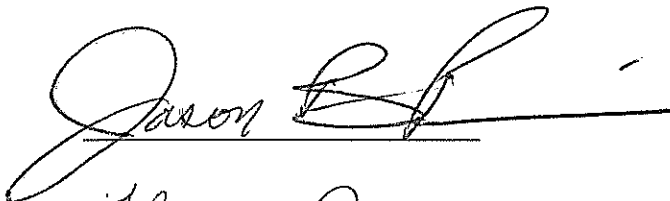
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SELLER:

**CITY OF CHARLESTON**

By: \_\_\_\_\_  
John T. Tecklenburg  
Its: Mayor

WITNESSES:

  
\_\_\_\_\_  
*Florence Peters*  
\_\_\_\_\_

BUYER:

  
\_\_\_\_\_  
**LATRICE R. EVANS**

**EXHIBIT A**  
Form of Note and Mortgage

*[see attached.]*

## PROMISSORY NOTE

FOR VALUE RECEIVED, Latrice R. Evans, the undersigned (hereinafter referred to as the "**Borrower**"), promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "**Lender**") on the \_\_\_\_\_ day of \_\_\_\_\_, 2047, if not sooner paid, the principal sum of Forty-Seven Thousand Five Hundred Twenty and No/100 Dollars (\$47,520.00) (the "**Loan Amount**"), plus interest at the rate of 6% per annum. This Note evidences a loan by the Lender to the Borrower in the above stated amount for the exclusive purpose of providing down payment assistance for the acquisition of residential real property in the City of Charleston by a low- to moderate-income household, which property is and located at and commonly known as 1825 Austin Avenue, Charleston, South Carolina, bearing Charleston County Tax Map No. 464-01-00-132 (the "**Property**") and is more particularly described in that certain Mortgage of even date herewith (the "**Mortgage**").

This Note is secured by a Mortgage on the above-referenced Property of even date herewith in favor of the Lender.

**Use of Property as Primary Residence.** At all times during the period ending thirty (30) years from the date of this Note (the "**Affordability Period**"), use of the Property shall be limited to occupancy by the Borrower as the Borrower's primary residency. At all times during the Affordability Period, the Borrower shall not be entitled to lease all or any portion of the Property or to use the Property for commercial purposes.

If default be made in the performance of or compliance with any of the covenants and conditions of the Mortgage or any other instrument securing this Note, then in any of said events, the outstanding principal sum, together with all accrued interest shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the Lender with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the Lender's rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

**The Lender:**

City of Charleston  
City Hall  
P.O. Box 304  
Charleston, SC 29402

**The Borrower:**

Latrice R. Evans  
1825 Austin Avenue  
Charleston, SC 29405

The Borrower shall notify the Lender in writing of any change in the Borrower's address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy

courts, or under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney's fees of not less than ten percent (10%) of the full amount due hereon, shall be added hereto and secured and collectible as the principal hereof. Upon completion of all terms and conditions of this Note by the Borrower and upon payment of any and all balance due, the Borrower shall be entitled to a release and satisfaction of this Note by the Lender at the Borrower's own cost.

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Note notwithstanding any extension or extensions of the time, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

Presentment, protest, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan in an amount equal to the Loan Amount.

**\*\*\*Remainder of Page Intentionally Left Blank\*\*\***  
[Signature on Following Page]

IN WITNESS WHEREOF, the Borrower has executed this Note this \_\_\_\_ day of \_\_\_\_\_, 2017.

SIGN, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**LATRICE R. EVANS**



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**MORTGAGE OF REAL ESTATE**

THIS MORTGAGE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, given by Latrice R. Evans, as the mortgagor (hereinafter, the "**Borrower**"), in favor of the City of Charleston, a South Carolina Municipal Corporation, as mortgagee, whose address is City Hall, PO Box 304, Charleston, South Carolina 29402 (hereinafter, the "**Lender**").

TO SECURE to the Lender the repayment of the indebtedness evidenced by that certain Promissory Note executed by Borrower in favor of Lender dated of even date herewith, the terms of which are incorporated by reference herein (the "**Note**"), in the original principal sum of Forty-Seven Thousand Five Hundred Twenty and No/100 Dollars (\$47,520.00), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby Mortgage, grant and convey to the Lender, its successors and assigns the real property located in the City of Charleston, County of Charleston, State of South Carolina, described in Exhibit A attached hereto and incorporated by reference herein (hereinafter the "**Property**") which has the address of 1825 Austin Avenue, Charleston, South Carolina 29405.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said Lender, its successors and assigns, forever, together with all the improvements now or hereafter erected on the Property, and all easement, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which , including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage.

The Borrower covenants that the Borrower is lawfully seised of the estate hereby conveyed and has the right to Mortgage, grant and convey the Property, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions of record and affecting title to the Property.

The Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Borrower shall pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. Insurance, etc. Borrower, their heirs or administrators, shall keep the Property, insured against loss or damage by fire, for the benefit of the said Lender for an amount not less than the full insurable value, in such company as shall be approved by the said Lender, and shall deliver the policy to the said Lender. In the event of a default thereof, then the said Lender, its

successors and/or assigns, may effect such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon, from the date of its payment calculated at Default Rate stated herein. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Lender, its successors and/or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid a sum equal to the amount of the debt secured by this Mortgage.

3. Taxes, etc. The Borrower shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may, in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

4. Layering. The parties acknowledge that there is a prohibition under the HOME Program Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Borrower agrees to eliminate the excessive impermissible layering by repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations.

5. Borrower Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

6. Forbearance by Lender Not a Waiver. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

7. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

8. Assignment; Assumption. The loan secured by this Mortgage may not be assigned or assumed without the express written consent of the Lender.

9. Conveyance of the Property; Use of Property as Primary Residence. Borrower hereby covenants and agrees that without the prior written consent of the Lender, the sale, transfer, conveyance or hypothecation of all or any part of the Property encumbered hereby (including, but not limited to, the refinance of this Mortgage), whether voluntarily or by operation of law, shall

constitute an event of default under the terms of this Mortgage and entitle the Lender to accelerate all sums due on account of the Note secured hereby. Additionally, in the event that Property is used as other than the Borrower's primary residence, is leased or is used for commercial purposes in violation of term of the Note, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable.

10. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights thereunder shall insure to, the respective successors and assigns of the Lender and the Borrower, if any.

11. Joint and Several Liability. All covenants and agreements of the Borrower shall be joint and several.

12. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Any notice of one party to the other shall be in writing to the parties as follows:

**As to Lender:**

City of Charleston  
Attn: Director of Housing & Community Development  
75 Calhoun Street, Suite 3200  
Charleston, SC 29401

**As to Borrower:**

Latrice R. Evans  
1825 Austin Avenue  
Charleston, SC 29405

The Borrower shall notify the Lender of any change in the Borrower's address.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provision of the Mortgage and the Note are declared to be severable.

15. Borrower's Copy. The Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. Terms of Maturity; Acceleration. In the event that the Borrower defaults in any of the terms, conditions or covenants of this Mortgage or the Note secured by this Mortgage, the principal and all accrued interest shall immediately become due and payable without further demand, and in addition to all other available remedies, the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

17. Right to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said Lender, Lender's heirs,

successors, or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above-described Property, with power to forthwith lease out the said Property anew if he should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits toward the payment of the debts secured hereby.

18. Attorneys Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender's heirs, successors, or assigns, including a reasonable counsel fee (of not less than ten percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

19. Termination of Mortgage. When the Borrower, Borrower's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the said Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void, otherwise it shall remain in full force and virtue.

20. Borrower's Right to Possession. The Borrower is to hold and enjoy the said premises until default of payment shall be made.

21. Lien of this Mortgage to be Second Mortgage. This Mortgage shall be a second priority mortgage lien on the Property, subordinate only to a mortgage or other instrument securing Borrower's purchase money financing used to acquire the Property.

**\*\*\*Remainder of Page Intentionally Left Blank\*\*\***  
[Signatures on Following Page]



**EXHIBIT A**

Property Description

**EXHIBIT B**  
Form of Resale Restrictions

*[see attached.]*

## City of Charleston Home Program Resale Provisions

The real property, together with any improvements thereon (the "**Property**") described in this deed (the "**Deed**") shall be conveyed subject to the conditions, covenants, restrictions and limitations set forth below (collectively, the "**Covenants**"). The Covenants shall be considered as covenants running with the land, and shall be binding on the grantee named in the Deed, together with his/her heirs, successors and assigns, including all successors in title to the Property (collectively, the "**Owner**").

**1. RESTRICTION ON RESALE.** For a period of **30 years** from the date of this deed (the "**Affordability Period**"), the Owner shall be entitled to sell the Property only to a "Qualified Purchaser" as certified by the City of Charleston (together with any appropriate department(s) within the City of Charleston designated from time to time with respect to the various provisions of these Covenants, the "**City**"). In addition to any party deemed to be a Qualified Purchaser pursuant to Paragraph 9 below, a "**Qualified Purchaser**" shall mean a person who has been certified by the City as having household annual income that does not exceed the Maximum Annual Family Income as determined by the City. Maximum Annual Family Income shall mean 80% of the area median income, as certified by the Housing and Urban Development Agency, and as adjusted by the City for the number of persons in the household ("**AMF**"). When the Owner decides to sell the Property, the Owner shall promptly, and in any event prior to entering into a binding agreement to convey the Property, contact the City to coordinate the marketing of the Property to Qualified Purchasers and the process of certifying any interested buyer as a Qualified Purchaser by the City. If the City identifies a Qualified Purchaser for the Property, the Owner agrees to negotiate in good faith with such Qualified Purchaser, subject to the terms hereof.

**2. MAXIMUM SALES PRICE.** During the Affordability Period, the sale from the Owner to a Qualified Purchaser shall be for an amount, as determined by the City in its sole and absolute discretion (the "**Resale Price**"), that is equal to or less than the Maximum Resale Price, as hereafter defined. As used herein, the "**Maximum Resale Price**" shall mean an amount equal to the lesser of: (a) the purchase price paid by such Owner, plus the cost of any Qualified Capital Improvements (hereafter defined) made by such Owner, adjusted by the change in the area median income<sup>1</sup> or the consumer price index<sup>2</sup> (whichever is greater) occurring between the date such Owner took title and the date of the sale to the Qualified Purchaser, plus any reasonable and necessary resale expenses as determined by the City in its sole discretion; or (b) the HOME Program Maximum Purchase Price.<sup>3</sup>

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<sup>1</sup> Published annually by the U.S. Department of Housing and Urban Development.

<sup>2</sup> Consumer Price Index for All Urban Consumers (CPI-U) for the South urban area, All Items, (Base Period: 1982-84 = 100), as published by the United States Department of Labor. If the United States Department of Labor should no longer compile and publish such statistical information, the most similar information compiled and published by said Department or any other branch or department of the federal government or by the State of South Carolina shall be used for the purpose of determining the Consumer Price Index.

<sup>3</sup> HOME Program maximum purchase prices are the Section 203(b) Single Family Mortgage Limits, as determined by the U.S. Department of Housing and Urban Development's Office of Single Family Housing.  
DM: 4928551 v. 2



3. **FAIR RETURN ON INVESTMENT.** In determining the Resale Price, as set forth above, the City shall choose a price that is high enough to ensure the Owner a Fair Return on Investment (hereafter defined), provided, however, that in no event shall the Resale Price exceed the Maximum Resale Price. As used herein, the term “*Fair Return on Investment*” shall mean an amount equal to the sum of: (a) the Owner’s down payment actually paid in connection with the purchase of the Property, (b) loan principal repayments actually made with respect to the purchase money financing originally obtained by the Owner in order to purchase the Property, and (c) the cost of any Qualified Capital Improvements (hereafter defined). The City reserves the right to determine, in its sole discretion, the correctness and eligibility for consideration of any amounts listed in (a), (b), and (c) above.

4. **QUALIFIED CAPITAL IMPROVEMENTS.** As used herein the term “*Qualified Capital Improvements*” shall mean permanent fixed improvements to the Property made by the Owner, subject to the remaining terms of this Paragraph 4. In order for an item to be eligible for consideration as a Qualified Capital Improvement, the Owner must provide, upon the City’s request, paid receipts or other evidence reasonably satisfactory to the City documenting the cost of such proposed Qualified Capital Improvements. In addition, any proposed Qualified Capital Improvements made during a given year in excess of the sum of \$1,750.00 must be approved by the City, in its sole and absolute discretion, prior to the making of such Qualified Capital Improvements in order to be eligible for consideration as a Qualified Capital Improvement.

5. **SALE SUBJECT TO AFFORDABILITY DEED RESTRICTIONS; REPLACEMENT COVENANTS.** At the City’s option, and in its sole and absolute discretion, the conveyance of the Property from the Owner to the Qualified Purchaser shall be made subject to additional affordability deed restrictions intended to replace these Covenants (“*Replacement Covenants*”), and, unless otherwise stipulated therein, upon the proper recording of the Replacement Covenants in the deed to such Qualified Purchaser, these Covenants shall terminate and be of no further force or effect. In the event the City does not choose to cause the Property to be conveyed subject to Replacement Covenants, these Covenants shall continue in full force and effect throughout the remainder of the Affordability Period.

6. **RESTRICTION ON OCCUPANCY: NO RENTALS.** During the Affordability Period, the Property shall be used and occupied solely as an Owner occupied, residential dwelling. The Owner shall not lease, nor permit to be leased, the Property.

7. **MAINTENANCE; INSURANCE.** The exterior appearance of the Property shall be maintained in an attractive and orderly condition and shall be kept free from trash, salvage, rubbish, garbage, and other unsightly or offensive material. The buildings now or hereafter located on the said premises shall be maintained in an attractive and sound condition and repairs as necessary to prevent damage to the building(s) or any part thereof shall be made promptly. The Owner shall keep the Property fully insured against casualty, fire, and flood loss at levels acceptable to the City.

8. **CITY’S RIGHT OF REPURCHASE.** In the event of a breach of any term or provision of these Covenants, in addition to any other remedy available under the terms hereof, at law or in equity, the City shall have the right to repurchase the Property for the “*Discounted Purchase*

*Price*”, free and clear of any encumbrances and liens, other than those existing prior to the recording of this Deed. The Discounted Purchase Price shall mean the purchase price recited in this Deed (without regard to the consideration stated in any subsequent deed conveying the Property subject to these Covenants) multiplied by any increase in the AMI from the date of this Deed. For example and for illustration purposes only, if the original purchase price stated in this Deed had been \$200,000 and if AMI had increased by 10% from the date of this Deed to the date of the breach, the Discounted Purchase Price would be \$220,000. The right of repurchase set forth herein shall survive any conveyance of the Property and shall be enforceable against any record owner thereof. If the City purchases the Property pursuant to this Paragraph 8, the result may be that the then current Owner is obligated to sell the Property to the City for a purchase price that is less than the price the current Owner paid for the Property. The City shall have no obligation to the current Owner or its mortgagee to provide legal assistance in seeking redress against the selling Owner who participated in the breach of these Covenants. Each purchaser and mortgagee is advised to request from a selling Owner a copy of the City’s determination of the Discounted Purchase Price for the transaction.

**9. DEEMED QUALIFIED PURCHASERS.** Transfers to the following persons, parties or entities (an “*Exempt Transfer*”) are deemed to be transfers to Qualified Purchasers for purposes of these Restrictions:

(a) a transfer resulting from the death of an Owner by operation of law pursuant to any will or trust to a spouse, child (including stepchildren), parent, grandparent or grandchild of any Owner.

(b) a transfer from a decree of dissolution of the marriage or legal separation, or from a property settlement agreement incidental to such a decree, by which a spouse who is an Owner becomes the sole Owner of the Property.

(c) a transfer that occurs by virtue of foreclosure of a mortgage encumbering the Property or a transfer that occurs by reason of a deed in lieu of foreclosure shall be deemed to be a transfer to a Qualified Purchaser.

Following any Exempt Transfer, the Property shall remain subject to these Covenants, provided, however, that any transfer as set forth in Paragraph 9(c) above shall be subject to the terms and conditions of Paragraph 10 of these Covenants.

## **10. MORTGAGE PROVISIONS.**

(a) Purchase Money Mortgage; Restriction against Junior Encumbrances. The Owner shall not refinance, encumber (voluntarily or otherwise) or grant a mortgage on the Property without the prior written consent of the City, which consent may be withheld in the City’s sole and absolute discretion, provided, however, that this provision shall not apply to a purchase money first priority mortgage granted by the Owner in order to acquire the Property (“*Purchase Money Mortgage*”). No future advances under a Purchase Money Mortgage may be given without first obtaining the City’s written consent, which consent may be withheld in the City’s sole and absolute discretion. If the City consents to the refinancing of a Purchase Money

Mortgage, the mortgage replacing the original Purchase Money Mortgage as a result of such refinancing shall be considered a Purchase Money Mortgage for purposes of this Covenant.

(b) Notice of Foreclosure. The holder of a Purchase Money Mortgage (a “*Purchase Money Mortgagee*”) shall give the City sixty (60) days advance written notice of its intent to foreclose upon its Purchase Money Mortgage or to accept a conveyance of the Property in lieu of foreclosure. During the sixty (60) day period, the City, its successors or assigns, shall have the right, but not the obligation, to purchase the mortgage for the amount due thereunder (including applicable expenses), and in such event the Purchase Money Mortgagee shall deliver to the purchaser such assignments and other evidentiary documents as the City shall reasonably request.

(c) Termination of Covenant. If a Purchase Money Mortgagee acquires the Property by foreclosure or by deed in lieu of foreclosure under its Purchase Money Mortgage after giving the City the required sixty (60) days notice, the rights and restrictions contained in this Covenant shall terminate, and the Property shall become free from the rights and restrictions in this Covenant. Notwithstanding the foregoing, nothing shall prevent a Purchase Money Mortgagee from selling the Property to a Qualified Buyer in any foreclosure proceeding or after acquisition of title to the Property. The City shall, upon request, provide a determination as to a purchaser’s qualifications as a Qualified Purchaser. In such case, the deed shall indicate that the Property is being sold subject to these Covenants, or Replacement Covenants, as the case may be.

(d) Excess Proceeds. If a Purchase Money Mortgagee conducts a foreclosure or other proceeding enforcing its rights under its Purchase Money Mortgage (or accepts a deed in lieu of foreclosure with respect thereto), and the Property is sold for a price that exceeds the Maximum Resale Price that would be applicable on the date of the sale, then all amounts in excess of such Maximum Resale Price shall be paid to the City after payment to the Purchase Money Mortgagee of the outstanding principal balance owing under the Purchase Money Mortgage (including any future advances approved by the City in accordance with Paragraph 10(a) above), plus accrued interest and all reasonable costs and expenses the Purchase Money Mortgagee is entitled to recover under the terms of its Purchase Money Mortgage.

**11. ENFORCEMENT.** Grantor, Grantee, and each Owner hereby acknowledge and agree that the covenants, conditions and restrictions set forth herein are imposed for the benefit of residential community of the City of Charleston, and that the City has interests in real property and social, cultural and economic interests that benefit from the imposition of these covenants and restrictions. The benefits of these covenants, conditions and restrictions run with the Property, and bind and burden the Property. These Covenants shall be enforceable by the City. Grantor, Grantee and each Owner further acknowledge and agree that a breach of the covenants, conditions, and restrictions set forth herein shall potentially result in a broad range of economic, social, cultural and residential damages to a large number of parties, that such damages are difficult if not impossible to determine, and that the City shall be entitled to seek such remedies as may be available at law or in equity including but not limited to injunctive relief and specific performance. The City shall be entitled to reasonable attorney fees and costs in the event of a breach by the Owner of these Covenants.

**12. NOTICES.** Whenever this Covenant requires any party to give notice to another, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested. Notice to the Owner shall be mailed to the Owner in accordance herewith at the address of the Property, or such other address as designated by like written notice. Notice to the City shall be mailed to the City in accordance herewith to the address set forth below, or such other address as designated by like written notice:

City of Charleston  
Department of Housing and Community Development  
75 Calhoun Street, 3<sup>rd</sup> floor, Dept 616  
Charleston, South Carolina, 29401

**13. SEVERABILITY.** Whenever possible, each provision of these Covenants shall be interpreted in such manner as to be effective and valid, but if the application of any provision of these Covenants shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of these Covenants are declared to be severable. Notwithstanding anything contained herein to the contrary, if any provision of these Covenants shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until thirty (30) years from the date of first recordation.

**14. HEADINGS.** The headings of the sections in this Covenant are for convenience only and shall not be used to interpret the meaning of any provision contained herein.

**15. CITY INSPECTION.** The City shall have the right to inspect the Property from time to time to insure compliance with these Covenants.

**16. NO SUBDIVISION.** Without the prior express written consent of the City, the Property shall not be subdivided, nor converted to any form of horizontal property regime, nor any portion less than all the Property be conveyed, nor shall any form of interval ownership of or time sharing of the Property be permitted.

**17. PREVENTION OF HEIRS PROPERTY** The Owner shall maintain a current will and will use reasonable efforts to prevent the Property from transferring upon the Owner's death pursuant to the laws of intestacy.

**18. PAYMENT OF AD VALOREM TAXES.** The Owner shall promptly pay each year the ad valorem taxes on the Property and shall deliver a copy of the paid receipt for such taxes to the City within 30 days of payment. In order to protect the City's equitable interest in the Property, the City shall have the right to pay any delinquent taxes on the Property and shall have a lien against the Property for any such amount ("*Tax Lien*"). In addition to any other remedies provided by law or equity for the breach of these Covenants, the City shall have the right to foreclose on its Tax Lien in the event that the Owner fails to reimburse the City within sixty (60) days of written notice from the City.

**19. CLOSING ATTORNEY'S OBLIGATION TO EXPLAIN COVENANTS.** At the closing of any conveyance of the Property that is subject to these Covenants, the attorney conducting such closing ("*Closing Attorney*") shall explain the terms and conditions set forth herein to the Owner. **Within 10 business days after such closing, the Closing Attorney shall forward to the City an affidavit signed by the Owner stating that the Owner has read, understood, been provided a copy of and obtained legal advice with respect to these Covenants.**

**\*\*\*Remainder of Page Intentionally Left Blank\*\*\***  
[Signatures on Following Page]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

By: \_\_\_\_\_ (L.S.)  
John J. Tecklenburg  
Its: Mayor

## ACKNOWLEDGMENT

Notary Public for South Carolina  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[SEAL]

g.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: April 25, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 176 & 186 Concord Street, Charleston

TMS: 4590000276 & 4590000091

**ACTION REQUEST:** Request approval of the Memorandum of Agreement to relating to a joint permit application, easements, other agreements and improvements necessary for the extension of Joseph P. Riley, Jr. Waterfront Park and the connection of the City's River Walk on LCP's property at 176 & 186 Concord.

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Frances J. Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

\*If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: April 25, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 176 & 186 Concord Street, Charleston

TMS: 4590000276 & 4590000091

PROPERTY OWNER: Leucadia Coast Properties, LLC

ACTION REQUEST: Request approval of the Memorandum of Agreement to relating to a joint permit application, easements, other agreements and improvements necessary for the extension of Joseph P. Riley, Jr. Waterfront Park and the connection of the City's River Walk on LCP's property at 176 & 186 Concord.

### ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_  
\_\_\_\_\_

☐ **EASEMENT** Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

☐ **PERMANENT**  
Terms: \_\_\_\_\_  
\_\_\_\_\_



## COMMERCIAL REAL ESTATE FORM

☐

TEMPORARY

Terms: \_\_\_\_\_

☐

LEASE

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☐

AMENDMENT

Terms: \_\_\_\_\_

☒

Memorandum of Agreement

Owner: \_\_\_\_\_

Leucadia Coast Properties, LLC

Terms: \_\_\_\_\_

Memorandum of agreement outlining a joint permit application, easements, other agreements and improvements necessary for the extension of Joseph P. Riley, Jr. Waterfront Park and the connection of the City's River Walk on LCP's property at 176 & 186 Concord.

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Colleen Carducci*

Director Real Estate Management

**ADDITIONAL :** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this \_\_\_\_ day of April, 2017 by and between the City of Charleston ("City") and Leucadia Coast Properties LLC ("LCP").

WHEREAS, the City has long held the goal of increasing public access to its waterfront for its citizens and visitors through the creation of a river walk along the edge of the Peninsula and in furtherance of this goal has constructed Brittlebank Park, the Joseph P. Riley, Jr. Waterfront Park (“Waterfront Park”), Charlotte Street park, Yvonne Evans Riverwalk, the Battery, Maritime Center and easements that connect these facilities; and

WHEREAS, the City is aware of LCP's proposed redevelopment of the property located at 176 and 186 Concord Street ("LCP Property") that is immediately adjacent to the Waterfront Park; and

WHEREAS, the City has approached LCP to determine if an expansion of Waterfront Park to the north (“Park Expansion Area”) is possible in conjunction with LCP’s redevelopment of the LCP Property; and

WHEREAS, LCP desires to assist the City in accomplishing the expansion of Waterfront Park, a continued River Walk connection and a pier by joining the City as a joint applicant for the state and federal permits required for the expansion of Waterfront Park (“Park Expansion Work”) subject to the terms and conditions contained herein; and

WHEREAS, LCP has agreed that, upon acceptance by the City of the work in the Park Expansion Area as constructed pursuant to mutually approved and permitted plans, LCP will grant to the City a perpetual easement giving the City all rights of access, ingress and egress to the Park Expansion Area for the benefit of its citizens and visitors as more particularly provided herein; and

WHEREAS, the City and LCP have agreed upon preliminary plans for the Park Expansion Area that accomplish a significant element of the City's longstanding goal of increasing public access along the entire peninsula waterfront by the expansion of Waterfront Park consistent with the City's Century V Plan.

NOW, THEREFORE, the City and LCP agree as follows.

1. Joint Permit Application. City and LCP will coordinate and cooperate to prepare and submit all applications to the state and federal agencies necessary for the purpose of obtaining authorization to perform the Park Expansion Work.
2. Construction. LCP shall be solely responsible for all costs associated with the construction of the Park Expansion Area and any improvement to it, all of which shall be in accordance with permits of regulating agencies.

3. Use, Access and Maintenance. City and LCP acknowledge that the future use of, access to and maintenance of the Park Expansion Area will be the subject of more definitive future agreements between the City and LCP that ensure that the citizens and visitors of the City have perpetual access and use of the Park Expansion Area and access to the waterfront and allocate maintenance responsibilities between the parties that advance the interests of each party. The City and LCP agree to collaborate on such future agreements for access, maintenance and use of the Park Expansion Area to achieve the following goals:
- A. Ensuring that the elements of the Park Expansion Area, including its landscaping, hardscape and other elements, are of a quality equal to or better than the quality of Waterfront Park.
  - B. Allocating maintenance responsibilities to the Park Expansion Area between the parties.
  - C. Ensuring access to the pier and Marina across the Park Expansion Area.
  - D. Ensuring that events, hours of operation and other terms and conditions of gatherings and use of the Park Expansion Area be subject to reasonable regulation by the City and in a manner such that those activities and events have no adverse effect on the LCP Property and its uses.
  - E. Providing that LCP be responsible for the maintenance of educational and other signage in the Park Expansion Area subject to approval by the City.
  - F. Providing that the access easement for the River Walkway across 186 Concord Street granted to the City be subject to relocation by LCP upon mutually acceptable terms and conditions.
  - G. Providing a means for the City to allow LCP to conduct special events or activities in certain portions of the Park Expansion Area, in exchange for and in consideration of LCP's maintenance responsibilities of a portion of the Park Expansion Area.
  - H. Facilitating the relocation of the water taxi dock currently affixed to the existing pier at Waterfront Park to a dock to be constructed by LCP ("Marina") and providing for the removal and related repairs to the Waterfront Park connected to the pier in the Park Expansion Area.

The City and LCP understand that this Memorandum of Understanding is a preliminary outline of goals and necessary steps to achieve those goals and that additional issues necessitating coordination likely will arise and a more thorough refining of the identified goals and issues will require further coordination and negotiation for the agreements contemplated hereby as the Park Expansion Work permits are processed and ultimately authorized and agree to work together in good faith to reach mutual agreement on such agreements.

*(this space intentionally left blank)*

IN WITNESS WHEREOF, the parties hereinto set their respective hands and seals on the day and year first written above.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

CITY OF CHARLESTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

LEUCADIA COAST PROPERTIES LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA }  
COUNTY OF CHARLESTON }

RESTRICTIVE COVENANTS

WHEREAS, A.V.E. Construction Co., Inc. and the Cambridge Mortgage Service Corporation are the owners of the following described property, containing a zoning classification of GB (General Business) and DR-12 (Diverse Residential) as fully described in the Zoning Ordinance of the City of Charleston, South Carolina, as amended; and,

WHEREAS, A.V.E. Construction Co., Inc. and the Cambridge Mortgage Service Corporation (hereinafter sometimes called Owners), have determined it to be in their best interest that their land be developed in an orderly manner, and in an effort to assure the same, have determined to place restrictive covenants on lands identified as assessor's TMS#'s 418-10-00-33, 34, 36 and 106 in the County of Charleston, South Carolina and described as follows:

See Exhibit A

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Owners in full furtherance of their interests in assuring orderly development of their land do hereby declare that the portion of the above referenced property comprising approximately thirty-nine and seventy-four hundredths (39.74) acres, more or less, is and shall be held transferred, sold, conveyed, given, purchased, leased, occupied and otherwise disposed of and used subject to the following Covenants and Restrictions, which will run with the land:

- 1) Ten (10) acres located at the southwest corner of Sycamore Avenue and Saint Andrews Boulevard shall be zoned GB (General Business) and the remainder of the property zoned DR-12 (Diverse Residential).
- 2) Within the portion of the site zoned GB (General Business):
  - a) General retail and service merchandising development shall be limited to fifty thousand (50,000) square feet of floor area.
  - b) Office development shall be limited to thirty thousand (30,000) square feet of floor area.
  - c) Health club development shall be limited to twenty thousand (20,000) square feet of floor area.
- 3) Access to South Carolina Highway 61 (Saint Andrews Boulevard) shall be limited to one (1) curb cut.

- 4) A minimum twenty-five (25) foot wide and six (6) foot high landscaped buffer strip shall be established screening the commercial uses from the residential uses.
- 5) A minimum twenty-five (25) foot wide and six (6) foot high landscaped buffer shall be established along the perimeter of the property that abuts Avondale and Ashley Forest subdivisions.
- 6) That all site development plans shall be submitted and approved by the appropriate staff agencies of the City of Charleston.
- 7) These restrictive covenants shall be binding upon the Owners, and their heirs, successors and assigns, and the restrictions contained herein shall run with the land. Any violation or attempted violation of any of the covenants or terms hereof may be enforced by the City Council of the City of Charleston in an action at law or in equity against the person or persons or corporations or other entity violating or attempting to violate any restrictive covenants, either to prevent such violation from occurring or to require the specific performance hereof; PROVIDED, HOWEVER, no violation of these restrictive covenants shall result in a forfeiture or reversion of title, notwithstanding any other provision of this instrument.
- 8) No amendment to these restrictive covenants shall be had unless the same has been approved by the record owners of the parcel subject to the amendment and by the City Council of the City of Charleston; PROVIDED, HOWEVER, that the City Council shall only approve an amendment to these covenants in such manner as provided by applicable city ordinances for amendment of the zoning maps then in effect at the time of the proposed amendment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of  
this 15th day of August, 1986.

WITNESS:

A.V.E. CONSTRUCTION CO., INC.

Jeffy Shorren

BY:

Albert V. Estee, President

Susan Lyda Riehl

CAMBRIDGE MORTGAGE SERVICE CORPORATION

Jeffy Shorren

BY:

Carl E. Finkins, President

Susan Lyda Riehl

STATE OF SOUTH CAROLINA }  
COUNTY OF CHARLESTON }

PROBATE

Personally appeared before me Judy Thornton who being duly sworn deposes and says that he/she saw Albert V. Estee, President for A.V.E. Construction Co., Inc., sign the within Restrictive Covenants and that he/she along with Susan Tyler Riehl witnessed the execution thereof.

Sworn to me this 15 day of August, 1986.

Susan Tyler Riehl  
Notary Public  
My Commission Expires: 7-25-90

STATE OF SOUTH CAROLINA }  
COUNTY OF CHARLESTON }

PROBATE

Personally appeared before me Judy Thornton who being duly sworn deposes and says that he/she saw Carl E. Fibkins, President for Cambridge Mortgage Service Corporation sign the within Restrictive Covenants and that he/she along with Susan Tyler Riehl witnessed the execution thereof.

Sworn to me this 15 day of August, 1986.

Susan Tyler Riehl  
Notary Public  
My Commission Expires: 7-25-90



EXHIBIT "A"

ALL that certain piece, parcel or lot of land, situate, lying and being in the Parish of St. Andrews, County of Charleston, State of South Carolina, and being more particularly described as follows:

BEGINNING at a pipe set at the intersection of the northeasterly side of South Carolina State Highway No. 61 with the southeasterly side of Sycamore Road; running thence southeastwardly along a line forming an interior angle of 101 degrees 33 minutes with southeasterly line of Sycamore Road, a distance of 339.4 feet to a concrete monument set in the northeasterly side of said South Carolina State Highway No. 61 for the true point or place of beginning; thence North 41 degrees 53 minutes East 438.6 feet to a concrete monument; thence North 30 degrees 25 minutes East 360.0 feet to a concrete monument; thence North 9 degrees 35 minutes East 113.0 feet to a concrete monument; thence North 51 degrees 30 minutes West 84.5 feet to a concrete monument set in the southeasterly side of Willow Street; thence across Oak Street North 30 degrees 15 minutes East 50.5 feet to a concrete monument set in the northeasterly side of Oak Street; thence along the northeasterly side of Oak Street North 51 degrees 30 minutes West 115.5 feet to a concrete monument set at the southerly corner of land now or formerly of J. L. Lockwood; thence along the southeasterly boundary of said land of J. L. Lockwood North 30 degrees 15 minutes East 120.0 feet to a concrete monument set at the easterly corner thereof; thence along the northeasterly boundary of said land of J. L. Lockwood North 51 degrees 30 minutes West 185.0 feet to a concrete monument set in the southeasterly side of Sycamore Road; thence along the southeasterly side of Sycamore Road North 30 degrees 15 minutes East 1218.8 feet to a concrete monument set at the intersection of the southeasterly side of Sycamore Road with the southwesterly side of State Highway No. 614; thence along the southwesterly side of State Highway No. 614 South 48 degrees 40 minutes East 368.0 feet to a concrete monument set in the corner of a bank being the westerly boundary of land now or formerly of the West Charleston Corporation; thence along the center of said bank and the westerly boundary of the West Charleston Corporation South 19 degrees 48 minutes East 1649.0 feet to a concrete monument set in the center of another bank; thence along the center of said bank South 66 degrees 24 minutes West 1566.9 feet to a concrete monument set in the northeasterly side of South Carolina State Highway No. 61; thence along the northeasterly side of South Carolina State Highway No. 61 North 51 degrees 26 minutes West 374.9 feet to the true point or place of beginning, containing 48.563 acres more or less; being the same land acquired by the United States of America by Condemnation Proceedings in the District Court of the United States for the Eastern District of South Carolina, Charleston Division, being Civil Action No. 738 entitled "United States of America, Petitioner, vs. 48.563 acres of land, more or less, in the Parish of St. Andrews, County of Charleston, State of South Carolina, and Arthur and Mary Ellen Ravenel, et al., Defendants", together with all improvements thereon, EXCEPT HOWEVER, 0.304 acres, more or less, conveyed to the South Carolina Highway Department by quitclaim deed dated September 1, 1947, for widening of Sycamore Road, and except for the electric distribution system and easements and rights of way therefor as described in that certain deed dated March 1, 1955, to the South Carolina Electric and Gas Company, as grantee.

ALSO, the utilities, restrictions and easements further described in deed of the United States of America to St. Andrews Homes, Inc. dated April 30, 1955, recorded in the R.M.C. Office for Charleston County in Book K-60, Page 21.

LESS, HOWEVER, ALL that certain piece, parcel or tract of land, situate, lying and being at the southeastern corner of the intersection of St. Andrews Boulevard and Sycamore Avenue in St. Andrews Parish, Charleston County, South Carolina, measuring and containing 0.52 of an acre and being shown and designated as Lot A on a "Plat of a 0.52 Acre Tract, Located at the S.E. Corner of Sycamore Ave. and St. Andrews Blvd., St. Andrews Parish, Charleston County, S.C." made Nov. 22, 1967 by Sigma Engineers, Inc., which said plat is recorded in Plat Book X, Page 132; said Lot A having such size, shape, metes, bounds and location as shown on said plat.



BEING the same property conveyed to C. Deas Gadsden, William O. Hanahan, Jr. and Herbert J. Butler by deed of St. Andrews Homes, Inc. dated May 1, 1973, recorded in the RMC Office for Charleston County in Book M-103, Page 79; subsequently, C. Deas Gadsden conveyed his interest in the above described property to Herbert J. Butler and William O. Hanahan, Jr. by deed dated August 26, 1977, recorded September 14, 1977, in Book N-133, Page 378, in the RMC Office for Charleston County.

ALSO, All that lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in St. Andrews Parish, Charleston County, in the AVONDALE Subdivision and more specifically shown on a plat entitled "Map showing Subdivision of Lots in Avondale Subdivision conveyed to Theodore W. Dunning by West Charleston Corporation" made by W. L. Gaillard, Surveyor, on March 2, 1951, and recorded in the RMC Office for Charleston County in Plat Book H, Page 47. The property herein conveyed being designated on said plat as "Leased to Sarah M. Henderson by Theodore W. Dunning" and the southernmost Fifty Six and 4/10 (56.5') feet of the lot designated Theodore W. W. Dunning.

MEASURING AND CONTAINING AND BUTTING AND BOUNDING to the North on H. D. Pregnaill Eighty-One and 5/10 (81.5') feet; to the East on South Carolina Highway No. 614, One Hundred Six and 5/10 (106.5') feet; to the South on other lands of Theodore W. Dunning, One Hundred Forty and 8/10 (140.8') feet; and to the West on U. S. Housing Project, One Hundred Twenty Six and 5/10 (126.5') feet.

The property above described is the Northernmost portion of Lot X as shown on a "Plat of a tract of land in St. Andrews Parish, a part of a lot in Avondale Subdivision, being the combination of two tracts of land owned by Sarah M. Henderson and Benjamin F. Henderson. Said tract contains .51 acre, is to be known as Lot X and is about to William O. Hanahan, Jr. and Herbert J. Butler" dated December, 1981, by James F. Bennett recorded in the RMC Office for Charleston County in Plat Book AU, Page 112.

BEING the same property conveyed to the Mortgagors herein by deed of Sarah M. Henderson dated January 11, 1982, recorded in Book M-127, Page 389, in the RMC Office for Charleston County.

ALSO, ALL that lot, piece or parcel of land, with the buildings and improvements thereon, in St. Andrews Parish, County of Charleston, State of South Carolina, in the Subdivision known as AVONDALE, and shown on a plat entitled "Map Showing Sub-Div. of Lot in Avondale Sub-Div. conveyed to Theodore W. Dunning by West Charleston Corporation", made by W. L. Gaillard, Surveyor, on March 2, 1951, which plat is recorded in the RMC Office for Charleston County in Plat Book H, Page 47.

The property is marked on said plat "About to be conveyed to Sarah M. Henderson" and Butts and Bounds to the Northwest on property marked on said plat "About to be leased to Sarah M. Henderson" One Hundred Forty and 8/10 (140.8') feet; to the Northeast on South Carolina Highway No. 614, Sixty-Two and 6/10 (62.6') feet; to the Southeast on property marked on said plat "Owned by W. H. Bailey" One Hundred Seventy-Six and 5/10 (176.5') feet; and to the Southwest on property marked on said plat "U.S. Housing Project" Seventy-Three (73') feet.

The property above described is the Southernmost portion of Lot X as shown on a "Plat of a tract of land in St. Andrews Parish, a part of a lot in Avondale Subdivision, being the combination of two tracts of land owned by Sarah M. Henderson and Benjamin F. Henderson. Said tract contains .51 acre, to be known as Lot X and is about to be conveyed to William O. Hanahan, Jr. and Herbert J. Butler" dated December, 1981, by James F. Bennett, recorded in the RMC Office for Charleston County in Plat Book AU, Page 112.

BEING the same property conveyed to the Grantors herein by deed of Sarah M. Henderson, as Executrix of the Last Will and Testament of Benjamin F. Henderson, dated January 11, 1982, recorded in Book M-127, Page 390, in the RMC Office for Charleston County.

BK H190PG610

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) RESTRICTIVE COVENANTS

WHEREAS, SAB LIMITED PARTNERSHIP, a South Carolina limited partnership, is the owner of property, containing a zoning classification of GB (General Business) as fully described in the Zoning Ordinance of the City of Charleston, South Carolina, as amended; and

WHEREAS, SAB LIMITED PARTNERSHIP, a South Carolina limited partnership (hereinafter sometimes called Owner), has determined it to be in its best interest that its land be developed in an orderly manner, and in an effort to assure the same, have determined to place restrictive covenants on the land zoned GB, which is more fully described and shown on Exhibit A.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, that the Owner in full furtherance of its interest in assuring orderly development of its land does hereby declare that the above referenced property comprising approximately Ten and eighty-five hundredths (10.85) acres, more or less, and being shown as Tract "A" on an unrecorded plat by G. Robert George dated November 13, 1989, and zoned GB, is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied and otherwise disposed of and used subject to the following Covenants and Restrictions, which will run with the land:

- 1) Ten and eighty-five hundredths (10.85) acres located at the southwest corner of Sycamore Avenue and Saint Andrews Boulevard shall be zoned GB (General Business).

BK H1907654.0

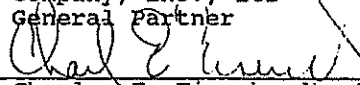
- 2) Within the portion of the site zoned GB (General Business) there shall be general retail and service merchandising development which shall be limited to not more than 160,000 square feet of floor area.
- 3) If Owner is permitted by the adjoining property owner, Ryan's Steakhouse, access to South Carolina Highway 61 (Saint Andrews Boulevard) shall be limited to one (1) curb cut, which shall be used jointly with Ryan's Steakhouse.
- 4) That all site development plans shall be submitted and approved by the appropriate staff agencies of the City of Charleston.
- 5) These Restrictive Covenants shall be binding upon the Owner, and its successors and assigns, and the restrictions contained herein shall run with the land. Any violation or attempted violation of any of the covenants or terms hereof may be enforced by the City Council of the City of Charleston in an action at law or in equity against the person or persons or corporations or other entity violating or attempting to violate any restrictive covenants, either to prevent such violation from occurring or to require the specific performance hereof; PROVIDED, HOWEVER, no violation of these restrictive covenants shall result in a forfeiture or reversion of title, notwithstanding any other provision of this instrument.
- 6) No amendment to these restrictive covenants shall be had unless the same has been approved by the record owners of the parcel subject to the amendment and by the City Council of the City of Charleston.

IN WITNESS WHEREOF, we have hereunto set our Hands and  
Seals as of this 8th day of February, 1990.

WITNESS:

SAB LIMITED PARTNERSHIP,  
a South Carolina limited  
partnership

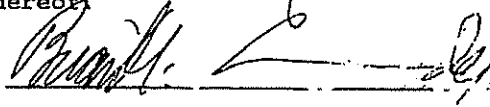
By: Ravenel, Eiserhardt &  
Company, Inc., its  
General Partner

By:   
Charles E. Eiserhardt, Jr.  
President

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

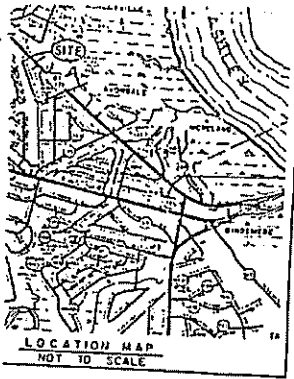
PROBATE

PERSONALLY appeared before me the below subscribed witness and made oath that (s)he saw the within named SAB Limited Partnership, a South Carolina limited partnership, by Ravenel, Eiserhardt & Company, Inc., its General Partner, by Charles E. Eiserhardt, Jr., President sign, seal and as his act and deed deliver the within written Restrictive Covenants, and that (s)he with the other witness subscribed above witnessed the due execution thereof.



SWORN to before me this  
8th day of February, 1990.

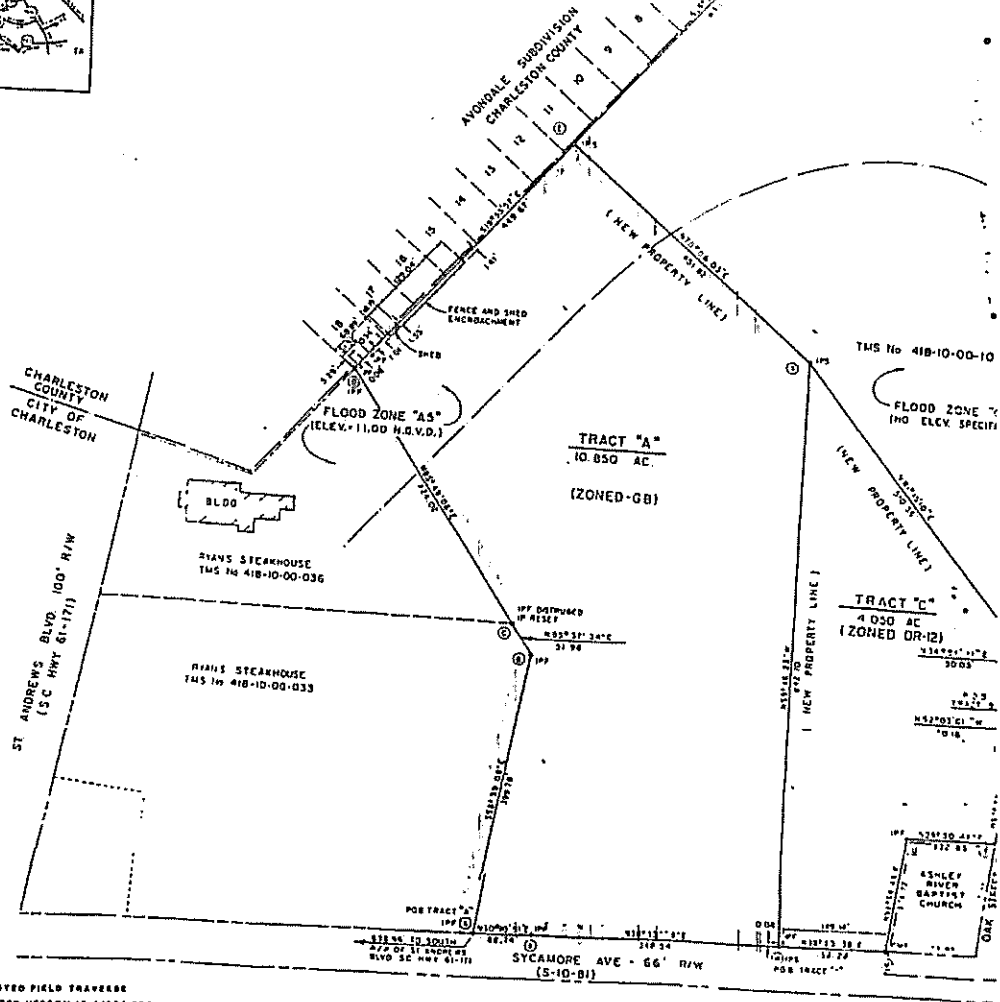
Louise P. Garner (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 1-2-97



LEGEND  
 --- PROPERTY LINE 1/2" IRON PIN SET  
 --- ADJACENT PROPERTY LINE  
 --- ADJACENT RIGHT OF WAY LINE  
 --- FLOOD ZONE LINE  
 --- EASEMENT LINE  
 --- CONCRETE MONUMENT FOUND  
 --- IRON PIN FOUND

BK 4190PG651

Exhibit A

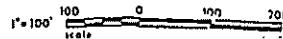


INDICATED BELOW IS FOR UNADJUSTED FIELD TRAVERSE  
 & CISION OF BOUNDARY DATA INDICATED HEREON IS 1/221,1994  
 I CERTIFY THAT THE METHOD OF AREA DETERMINATION HAS  
 BEEN USING THE PRINCIPLES OF COORDINATE GEOMETRY.  
 ONCE, A REPRESENTED SURVEYOR OF THE STATE OF  
 S.C. HAS CERTIFIED THAT I HAVE SURVEYED THE PROPERTY  
 AND THAT THIS PLAT SHOWS THE TRUE DIMENSION OF  
 AND THAT ALL NECESSARY MARKERS HAVE BEEN  
 THE PRECISION IS 1/221,1994

*Monte L. Lantz*  
 S.C. REGISTRATION NO. 2117  
 11 BAYVIEW HWY., CHAR., S.C. 29410

SUBDIVISION PLAT  
 OF A  
 39.579 AC. TRACT OF LAND  
 OWNED BY  
 SAB LIMITED PARTNERSHIP  
 LOCATED IN  
 THE CITY OF CHARLESTON,  
 CHARLESTON COUNTY, S.C.  
 NOVEMBER 13, 1989 SCALE: 1"=100'

1"=100'  
 1"=100'  
 1"=100'







## RESOLUTION

Whereas, the City has initiated a program to rejuvenate the West Ashley area of the City that contemplates a holistic approach to bolstering the area by undertaking measures to revitalize existing businesses, attract new businesses, update existing public spaces and securing additional spaces, and making infrastructure improvements to improve drainage and the flow of traffic; and

Whereas, in furtherance of this program, City Council has created a West Ashley Revitalization Commission, a citizens committee charged with studying the West Ashley area and providing recommendations to Council as to means and measures for stabilizing and growing the economy of West Ashley and making the area a more desirable and attractive place to live, recreate and conduct business; and

Whereas, in furtherance of this program, City Council has retained a consultant to work with the West Ashley Revitalization Commission to formulate a master plan for West Ashley that will serve as the blueprint to guide the development of this area of the City, to include land use, drainage, traffic patterns, parks and recreation and economic redevelopment; and

Whereas, in furtherance of this program, City Council has created a Tax Increment Financing District in West Ashley to assist with funding public improvements necessary to attain the goals of its revitalization efforts; and

Whereas, City Council has identified a parcel of land in West Ashley, at 43 Sumar Street, that anchors the Tax Increment Financing District and serves as a gateway to West Ashley from Interstate 26; and

Whereas, City Council has determined that the location and functionality of this property is key to the success of its revitalization efforts in West Ashley, as the location of this property is at a prominent entrance to West Ashley and (1) the existing traffic issues related to the merger of Sam Rittenburg Boulevard and Old Towne Road, adjacent to the property, require to provide for a more safe and efficient flow of traffic into and out of the area, along with the installation of

pedestrian improvements, and; (2) the use of the property as a park will not only add additional public space for recreational pursuits, but will also accommodate and preserve an attractive entry to this area of West Ashley; and

Whereas, City Council has determined that this parcel of land on Sumar Street can and should be acquired by the City to enable the City to construct of a new intersection at the merger of Sam Rittenburg Boulevard and Old Towne Road, to install pedestrian improvements at the property and to improve the property for use as a park, with supporting municipal buildings for recreation and public safety at the entrance to this area of West Ashley; and

Whereas, while efforts to negotiate a purchase of this property are ongoing, City Council, in recognition of the benefits to public health, safety and welfare that will inure from the City's ownership and use of the property as herein described, passes this Resolution to endorse and authorize the acquisition of this property by way of eminent domain proceedings, if necessary to acquire title to this property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Charleston that the initiation of eminent domain proceedings to acquire the property located at 43 Sumar Street, TMS No. 352-08-00-006, to enable traffic and pedestrian improvements and the creation of a park, with supporting municipal buildings for recreation and public safety, is hereby authorized.

DONE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

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John J. Tecklenburg, Mayor

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Vanessa Turner Maybank,  
Clerk of Council